

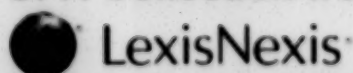
INDIAN REMOVAL TO THE WEST, 1832-1840

Files of the Office of the Commissary General of Subsistence

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Cherokee Committee 1936



New Echota Cherokee
Nation 9th Apr. 1836.

Gov. Milton Sumption
U. S. Mission to execute
the Cherokee Treaty?

Dear Sir,

The undersigned members of the Committee on the part of the Cherokee Nation beg leave to state that on the arrival of the Delegation from Washington they found their people in great want of food - many of the indigent Cherokees being entirely destitute of bread & meat. And that some of the chiefs on their responsibility, furnished & ordered others to furnish food to their Indians until the arrival of the officers who had charge of the provision accruing under the treaty.

The amount of provision furnished in this way will not exceed three thousand dollars. We desire that you will request for us, the Secretary of War to divert the money for the subsistence of the indigent Cherokees which is provided in the 18th article of the treaty be applied to pay for this also, that the chiefs may not individually suffer.

We are your friends,

John Ridge
George Chambers
Elias Boudinot
John Bunker
William Rogers

Letter of the Indian
Committee of the Sep. 1836.

Direct

N. J. 600 m. p. m.

John F. Smith

Hon. Wilson Lumpkin
Commissioner to carry
out the Cherokee treaty.

In the conversation we had the pleasure of having with you this evening, you agreed with us in opinion that a council is indispensable. The only difficulty was in regard to its subsistence. To obviate this we would respectfully suggest that the Sec. of War be requested to place at the disposal of the National Committee & Commissioners so much of the funds due under treaty prior to that of 29th December last, or so much of the speculation fund if preferred, as may be necessary for this purpose.

We beg leave to state also that in the progress of the settlement of claims arising under the above treaty, many Cherokees who can not support themselves, will come to this place and perhaps be kept here for days - Would it not be proper so to dispose the subsistence fund accruing under the 18th article of the Late treaty or as that such may be supported while thus detained.

The Committee and their Clerks must be paid for their services we would suggest that a part of the first above named funds may be set- a part for this object.

There are many respectable Cherokees who are fully competent to the management of all their affairs who are desirous to receive all or nearly all that may be due them under the treaty, we would respectfully suggest that it would have a happy influence, if the wishes of these men could be complied with.

Yours Echota Geo
Sept 9 1836

We are respectfully,
Yours obt. servts.

William Rogers
John Gunter
George Chambers
Elin Baudinot
John Ridge

Gov. Wilson Lumpkin
N. J. Comptroller

Letter from
Frederick Comstock
Sep. 9th 1836.

The select committee to whom was referred the subject of alleged frauds about to be committed upon the nation by white men claiming Indian privileges, beg leave to make the following report.

All white men who are entitled to participate in the benefits of the late treaty, derive that right from Christian women, to whom they are married according to the laws or usages of the nation, or according to those of the State, and that right ceases to exist upon the death of the wife provided she has no children by her white husband, or it may be destroyed by a separation of the parties.

There are three classes of frauds which it is said are about to be committed.

1st By white men living with Christian women to whom they are not lawfully married.

2nd By white men who having married Christian women have abandoned them and their children.

3^d By white men who having married Christian women, intend to get what is due them and their families under the treaty, and leave them.

In regard to the first class of white men the Committee would remark that ~~there~~ they consider all such as have left wives in the State, to whom clearly embraced within it, and none of them are entitled to receive one cent under the treaty, according to the rule laid down, which is founded upon the laws of the nation. And the same may be said of the second class.

In regard to the third, the Committee are of opinion that notwithstanding there is a clear distinction between the rights of the wife and the husband, according to the laws of the nation, yet in carrying out the treaty that distinction ought not to be made, unless there is positive evidence of an intention on the part of the husband to take what is due his wife and children and leave them to want.

While the committee would

would recommend all vigilance to be used to detect frauds which white men may attempt to commit upon the nation, they would be the last to recommend any course which would do injustice to any of their people.

They would not therefore be understood to say that ^{because} white men connected as above stated are not entitled, the unfortunate woman with whom they are connected, are not. Far from it: they have rights, and those rights should be held sacred, and every guard of protection thrown around them. To this end the Committee recommend the following resolutions.

Resolved, that every white man living with a chinked woman, without being lawfully married to her, is not entitled to one cent under the treaty, and that such woman and her children are alone entitled, and ought to have their share of the treaty secured to them, by some instrument not liable, and to be paid to them alone in the West except so much as is necessary to subsist and remove them, which should be paid them here.

Resolved that every white man who has abandoned his wife and children, is not entitled to the benefits of the treaty, and the rights of his wife and children ought to be secured in the same manner as stated in the foregoing resolution.

Resolved that when reasons exist strong enough to put it beyond a doubt, that it is the intention of a white man married to a chinked woman, to get her money due under the treaty, and then abandon her, her rights ought to be secured to her in same manner as stated in the first resolution.

Copy of Resolution
Adopted by
the Committee
Nov. 30th 1836

New Echota, Ga
December 9th 1836.

Hon. E. Wilson Lumpkin &
John Kennedy Esq. - Comm^{rs} H.
Gentlemen,

At the last session of Congress a certain amount of money was appropriated for the benefit of the Cherokees East of the Mississippi; viz: Six thousand six hundred & sixty six Dollars & sixty six cents as an annual stipend due the Cherokees from the United States, accruing under former treaties, and Eight Thousand Dollars, being two thirds of Twelve Thousand Dollars, for interest upon an annuity paid in 1824, under the treaty of 1804, being the proportion due this Nation. We understand that this sum, not being included in the provisions of the late treaty relating to the expenditures of two years annuities, accruing under that treaty, will be paid to this Nation separately. Not being informed in what way it is the wish of the President of the United States that it should be paid, we take the liberty to ask of the department, through you, that it may be paid to the Committee, in whose hands ~~was~~ entrusted the interest of the Cherokee people.

We could produce various reasons to show the propriety and perhaps necessity of this request. The Committee is called upon to act upon matters of vital importance to the people - the treaty has made it the duty of the Committee to attend to their interest. The Committee find its inability, M. H. H.

Communication of
the Choctaw Committee
Requesting that the
annuities should
be paid to the
Committee H.
assigned to the
Commissioners.

I told it to
be put into the
office - only to
be placed in the
file.

New Echota 10th December 1836.

To the Honble

Wilson Lumpkin

John Kennedy

U.S. Commissioners.

Gentlemen.

We the Committee of the Cherokee People East take a pleasure in recommending as a suitable person to perform the duties of an Emigrating Agent to accompany the Cherokee West under the provisions of the late Treaty, Mr. George S. Massey. His appointment we believe would give general satisfaction to the Cherokee, and from his known ability and perseverance in the discharge of the duties of his late appointment as an appraising Agent, we doubt not but that he will give entire satisfaction to the Government.

~~We are very respectfully, Yours~~

And we also rely upon ^{most of the} ~~the~~ Commission-
ers the propriety of ~~and~~ appointing
the Rev. William Chapman
to conduct the first Detachment
that may be prepared to start. It
as soon thereafter as will be practicable
for said Chapman to enter a
new service -

John Chapman Pres. Com.

Ex Committee.

John Ridge Pres. Com.

John Ridge

Littlefield ^{his} ~~mark~~

Archibald Smith ^{his} ~~mark~~

J. W. Bell

Andrew Ross

Treaty ^{mark}

Recommendation of
Messrs. Mayes & Chamberlain
by the Cherokee Committee
as emigrating Agents
for Cherokee with
a Voucher from Messrs.
Johnson Rogers & Co. for
account of emigrants being
employed to
Dated 10 Dec 1836

New Echota Dec. 12th 1836.

Myrs. John Ridge. President of the Cherokee Committee.
& the other members who compose said Committee.

Gentlemen

From a sense of official duty, we are induced to state to you, & call your attention to the fact - that the settlement of the business of your people preparatory to emigration, will in regard to time, greatly depend upon, ~~upon~~ the promptitude with which you may discharge the duties confided to you under the Treaty.

It is your duty under the Treaty, to aid in the investigation & presentation of the claims of your people, for spoliation - You have already been for a considerable time engaged in this business, & yet we have received from your body, the small number of 25 claims only - which is prepared for the registration & action of the Commissioners. A few days more we hope & trust, will place us in the possession of the Book of the Valuing Agents, when we shall very soon be ready to commence payments under the Treaty, & afford the means of emigrating to such a man be ready to depart. When this business commences, we shall have less time for the investigation of spoliation claims, which we think should now, ^{be laid} before us on your representation. If all the claims for spoliation which you now have in your possession, could be with all practicable dispatch brought before us, it would greatly facilitate the business of that portion of your people, who are interested in these claims. Where you entertain doubts of the justice & validity of claims presented to you, we would advise a reference of all such to the Commissioners, together with the facts

which may be in your possession, connected
with each claim.

We are with friendly regard
& consideration for Mr. Sewts.

Wm. L. Smith
John C. Smith
Cm.

Copy of a Letter
from the Commissioners
to the

Cherokee Committee

dated Dec 12th 1836

We hereby certify that the land belongs to the Company of Cherokee who bought certain improvements, belonging to white settlers in Warm Valley, before built and in the neighborhood of Tanapin Creek. In consequence of that move-
ment, which was authorized by the Principal Chief, a great excitement ensued, which resulted in the murder of a Cherokee, by the name of Shewee, by a company of white men first made up, as we understood, in Tanapin Creek. The excitement ran so high that many Cherokees deserted their places and ran away - The Cherokees were afraid to go among where the whites were settled, and the white people would not go into the Cherokee settlements.

Major R. B. King

William to I subscribed
before me this 21st Nov. 1834.

~~known to & separated before~~

the Ridge
Past Center

Major ^{Wm} L. Briggs
John ^{Wm} L. Briggs
Stans Water

Running heads

Chas. M. J.

Gov. Wilson Sumner, 17th Augt 1836.

Dear Sir,

The Council of the Cherokee
Nation will be held on the 12th inst.
next for the purpose of explaining
the treaty & settling the debts of the
Nation at New Echota.

The undersigned in behalf of
their people beg leave to urge your
earliest arrival to execute the treaty
Our people are anxious to remove as
early in the fall as possible, & if
their departure is delayed it will
be attended with great inconvenience
It is the great desire that you &
the Commission appointed by the treaty
to settle the National debts should
meet before the commencement of the
Council.

Here are 7 as free as

John Ridge Maj Ridge
Jas Foster

Isa Foster

Er Arai

Te. sah, ta askee

Charles Moore

Stand Native

Bear Meat

Ground Mole

The Coon

I am Mr



72
Gov. Wilson Lumpkin
Athens
Ga.

17th August 1836

Letter of John
to J. L. Smith

Gov. Lumpkin - Nov. 28. 1836

But blood has been spilling
- others for two weeks under his own respons-
ibility & he has said this morning of the
last day he will issue. He hopes that
the Commissioners would be here to
make the requisition.

Our people are here happy I will be
happy & old, & the committee would
be glad if you would make the neces-
sary requisition -

I am your friend
John Ridge

Gov. Wilson Lumpkin -
Springfield -

Letter Nov. 28th
1836. from
John Ridge
to
Wilson Lumpkin

List of claims not acted upon by
the Committee while they wait as
the claimants are in waiting for their
the decision of the Committee.

Charles Moore

Hammer - 2 claims

Sarah Ransom

Elizabeth Vann

Buzzard

Nov. 28th 1836.

John Ridge.

I am requested to inform you that Capt.
Mays offers to Board you & furnish you rooms
in his house - the rooms are exactly like
the upper rooms of Mr. Bondinot's -
If you will designate the place where you
would like to have your office, it will be
built for you with ^{out} charge to you, at
a short notice & that notice will be
received with pleasure -

E. Bondinot

Nov. 28th A 1836.

Letter from
John Kidge &
C. Boudinot.

To

Wilson Lumpkin

Nov. 28th 1898.

New Echota 28th Nov.
1836.

Hon. Wilson Lumpkin Commissioner
of the U. S. to carry the treaty into effect.

Dear friend,

I am instructed by the Com-
missioners to inform you, that they have ap-
pointed one of their number Mr. Samuel
Bell to proceed to Jonesboro' Minn. to
ascertain whether John Kennedy Esq. the
other Commissioner has accepted his ap-
pointment or not. If he has to say
upon him the pressing importance of
his attendance to his duties; which
the other people feel they have a right
to expect from the Gov. of the U. States.
So will be you aware of our dis-
tinction in consequence of the failure
of our associate, I will not repeat
it here.

I will ~~not~~ therefore request your ad-
vice addressing a letter to this new Com-
missioner, & to get your aid to urge his
coming on with the best dispatch.
But if he has not accepted, I doubt
it is not the proper for you to recom-
mend an associate & let the Minister
who is a trusty gentleman take it
with him, to be sent to the President
as soon as it is ascertained that Mr. Ken-
edy will not serve. If this suggestion
meets with your approbation, we can
name a gentleman whom you believe
will act.

Yours one number of Chas. K. ...

who would remove immediately
now, if they could only get their transportation
money -

He has been told that -
a requisition from the Com. Missions will
be necessary in order to ~~forward~~ to have
the money forwarded here from Washing-
ton. This of course ought to be done -
that when you are associated with him -
we should not lack the means to -
carry into effect the treaty. The money
for to pay the national debts & liquidate the
claims & in fact funds to meet all
the necessary demands on this side -
the Mississippi ought to be here. And
the balance ought to be in the Treas-
ury to fulfil every expectation
of our people with promptitude.
There are also said that this Cherokee
question is not considered of that im-
portance as to send ex-siters at Wash-
ington as it ought to be, or so we -
shall have a right to expect from the
U. States.

The Com. mission are in session -
auditing the claims of our people & do-
ing every thing to forward the ex-ecution
of the treaty. Our desire to see
you, not only in your official capacity
but in your individual relations of friend-
ship the ends he is very great. But
he could not do so with the knowledge
of the fact, that you are doing all
you can at Springfield to expedite
our removal.

So far as the Cherokees are
concerned, in regard to the removal
of the Pop. party to remove, we have

to the person to inform that, that repug-
nance is giving away most rapidly.
Men of that party have appeared here -
during this session of the lower matters
who never did waver once the treaty.
Get your associate & the money you will
carry every thing with great honor to-
yourself & satisfaction to our nation.
I enclose you a list of some of our
which were not acted upon by the
lower matter & which these mistake -
our clerk recorded as postponed.
There are others no doubt so reported
& it would be well if we could get
the whole to pick up the stone which
have not been acted upon.
Mr. Johnson Rogers says that he
believes the papers are here in
your trunk.

Our letter to Mr. Ken-
edy is left unacted for your per-
usal -

I am your friend

John Ridge Pres. Comtee

Gov. Wilson Lumpkin

Springplace -

Ga.

Letter from
John Root
to
Mr. Wilson Lumpkin
Nov. 28. 1836.

Gov. Wilson Lumpkin,
Dear friend.

New Echota 15th Nov.
1836.

I send you Mr. Curry's letter, on the subject of removing the seat of Cherokee business to Spring place, a suggestion of the committee which he has communicated in the letter.

He & perhaps your willingness to consult the preferences of the members of the town in the regard to it, which I never doubted that I should put on ~~my~~ ~~shall~~ to you with the Cherokee people have the greatest confidence to attack me, & for one I feel proud that I am compelled to be ungracious or unwilling in dissenting from the contemplated change in regard to the place of transacting business. I have broken up my home to come with my family at & have to be here in view of you in New Echota. I did so because ~~the~~ ^{they} ~~is~~ ^{that} sickly & needs my attention which God knows he has not enjoyed for a long time in consequence of my absence in national business. If this change takes place I shall not be able to move to Spring place & consequently shall be compelled to

plain as I know you would wish me to be in
communication with you.

I therefore beg of you not to open to the Council
of your plans of business.

We have met here according to the usage,
& found your requests that we should still
postpone the meeting of the paper. They have
coming in to pursue their claims, but they will
have to turn back.

As now say on arrival, the best course
will be to send runners to the house the
owner has & to the people that you
are now ready for business.

I however shall be here already should
have come with my family.

I am dear Sir

Yours friend

John Ridge

Gov. Wilson Lumpkin

Spring Place

care of Col. ³/₃
Jackson ³/₃

Letter from John
Rogers dated
15th Nov. 1836.



Running heats -

His Ex. Wilson Lumpkin, 2^d Nov. 1836.

h. s. Cornu impression.

Dear friend,

A large number of the Cherokees,
will be at New Echota to attend to their business,
but in respect to their stipulation & claims, &c. to
receive pecuniary aid to enable them to start
for their new country west of the Missis., at the
^{next meeting of the Legislature}
On your requisition I have understood that
Genl. Hood can furnish rations at five-
days notice, & I think that this ought to be
done - I coincided with your judicious
opinion that certain rations, ought to be al-
lowed to feed our poor Cherokees before
they leave - before they been wiped out & been
unable to transact business at New Echota,
& for this purpose a part of the subscription fund
provided for the poor Cherokees ought to be
applied. If this was done, it would give im-
portance to transactions at New Echota, &
facilitate the progress of removing the Cherokees.

as well as disseminate correct information to the people.

I think on this matter the Corns will share of your true opinion that you to the President. For you know there are but very few Cherokees who hold cash to pay their expenses. In former times the general system of hospitality & civility by Cherokees towards each other, enabled them to travel without expense, but at this time of extraordinary preparation of a whole nation for emigration, the means of individuals are exhausted to afford the people the usual hospitality. My father will now start to Arkansas, & he has nearly cut out of his stock & corn - a bare supply for the time he remains is hardly at his command. My own condition is even worse - I have only 3 shafts left, & I have been purchasing beef - I yet keep an open house for Cherokees. As long as the Cherokees remain in this country, they will resort to New Echota, & why not let a part of the nation find food for feeding them? If this is not done -

a few Whiskers only can successfully lay their
claims upon the lemmings.

I wish this man of the case was present at had
go on to Washington.

If the blankets & clothing not for by Genl.
Wood at the request of the Committee, are
on the way, they should be hurried on for
distribution at New E. to the people.
At least a part of them, if it is not
deemed proper to give them out all out
at that place.

I have been in the Chartered limits
of Alabama, & all the Churches take
a deep & pleasing interest in this
cause.

I will start tomorrow for Fort M. after
some money which was due me from the
banks & which I understood was paid in
the hands of Capt. Page and Dr. Dyer.
I shall try to be back in time to meet the
Committee. If I should be detained it will only
throw me back 2 or 3 days from my duties.
So that even the business may not be retarded.

as the house the can appear a President
Pro. time.

I will only repeat again to you my ardent appro-
bation of an administration of Indian affairs,
I the person he put in having a keen vision
on who so perfectly understands Indian affairs.

His Ex. Nelson Leitch
H. L. Thompson
New Echota

John Ridge
to God Almighty on the
earth & in the sky
Christ and the Holy Spirit

He will carry out the duty triumphantly
notwithstanding John Ridge's efforts to obstruct the gov-
ernment. His efforts are breaking in every quarter
of the country will consummate his fall & complete overthrow.
I am your friend John Ridge

To the Commissioners of the U.S.
Gen. William L. Sumner &
Col. Remondy

If you think proper to have a special
set of recruiting agents to go into Alabama for
the purpose of recruiting such as have been mentioned
& c. in Alabama. I would recommend that
Mr. Andrew Ross should be their interpreter -
who is well acquainted with the people of that
section of the Nation & of the Country. In addition
to this he is the most successful & high
minded man whom the Federal Commission can
be pleased. He has that of another by the name
of the Big Muck in Creek path who has
has not been named. Mr. Ross advises that
Messrs. Maria Rollins & Robert Hook may be
appointed to this duty. They are his right hand
the first named has been one of the recruiting
agents of Alabama. He has the confidence of
the Indians & he knows the whole transactions
of Joseph Brant. Should you think
proper to send one from Georgia to cooperate with
Mr. Rollins it would also be a good thing. These Agents
could be supplied with. But of the agents
one to be chosen from Alabama I think
the suggestion of Mr. Ross is a very good.

Brant told him in all ways & that is all.

I am Sir your friend

New Echota - 18th Dec 1836.

John Ridge

Gen. Nelson & Co. &
Co. Cl. Kempling & Co.
Com. m. p. i. o. n. e. s.

LIST OF COMMITTEE MEMBERS

The United States Dr Rogers

To the members of Cherokee committee & their Clerk designated in the Treaty for services rendered in adjudicating & settling claims according to the provisions of said Treaty

1	John Ridge Pres To 48 days services at \$4 per day	192
2	John A Bell To 27 Do at \$4 per day	108
3	Samuel W Bell To 47 Do at \$4 per day	188
4	James Hester To 36 Do at \$4 per day	144
5	Brice Martin To 34 Do at \$4 per day	136
6	James Starr To 28 Do at \$4 per day	112
7	John Timson To 10 Do at \$4 per day	40
8	Archae Fields To 39 Do at \$4 per day	156
9	James M Nair To 21 Do at \$4 per day	84
	George Tallen To 33 Do at \$4 per day	142
	Charles Timberlake To 31 Do at \$4 per day	124
	William Lasley To 23 Do at \$4 per day	92
	William Rogers To 10 Do at \$4 per day	40

157 387 11

Wiley Rogers Clerk To 51 Do at \$4 per day

204

Goody Argo

Wiley Rogers date 1846

St. day in all

CHEROKEE COMMITTEE EXPENSES MARCH, 1837 - NOV. 1838

The United States Treasury, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the Treasury Department.

To the members of the Cherokee Commission & their Clerk, designated in the 12th Article of the Treaty, for services rendered in adjudicating & settling claims according to the provisions of said Treaty.

1	John Ridge Pres To 118 days remuneration at \$4. per diem	472 00
2	William Rogers To 30 do at \$4. per diem ..	120 00
3	Saml W. Bell To 83 do at \$4. per diem ..	332 00
4	Andrew Ross To 45 do at \$4. per diem ..	180 00
5	Joseph A. Foreman To 65 do at \$4. per diem ..	260 00
6	Geo W. Adair To 52 do at \$4. per diem ..	208 00
7	John Hunter To 102 do at \$4. per diem ..	408 00
8	James Stair To 56 do at \$4. per diem ..	224 00
9	Desedaskew To 68 do at \$4. per diem ..	272 00
10	Thrtle Fields To 66 do at \$4. per diem ..	264 00
11	Archilla Smith To 73 do at \$4. per diem ..	292 00
12	Price Martin To 64 do at \$4. per diem ..	256 00
13	John Simson To 41 do at \$4. per diem ..	164 00
14	George Chambers To 12 do at \$4. per diem ..	48 00
15	Seper Halfbreed To 6 do at \$4. per diem ..	24 00
16	Archy Fields To 19 do at \$4 per diem ..	76 00
17	Stank Watie To 4 do at \$4. per diem ..	16 00
18	James Foster To 16 do at \$4. per diem ..	64 00
19	Johnson Rogers C.R. To 106 do up to the 2 nd February 1867. at \$4. per diem ..	424 00
20	Loovely Rogers C.R. from the 2 nd February to the 18 th inst inclusive at \$4. per diem ..	64 00
To Books stationary & other incidental expenses ..		25 25
Total ..		2432 25
John A. Bell To 12 do at \$4. per diem		48 00
See Certificate on the other page		2432 25

We certify that the above statement is
 account of the services rendered by the
 members of the Committee & their Clerk &
 other incidental expenses up to the 18th Feb
 ary 1837. Commencing on the 10th Oct 1836
 New Echota Ga. John Ridge
 18th February 1837. President
 Johnson Rogers C. K. Council

New Echota March 15th 1837. Examined
 & approved the foregoing accounts.

Wilson Lumpkin
 John Dennis
 Commissioners

P. G. Having approved & signed several
 individual claims for services herein
 included - he it remembered that said
 certificates are hereby null & void.
 Wilson Lumpkin

On the day & date above written, a
 certificate was ordered & issued in favor of
 John Ridge for the within named amount
 of \$4332.25 Cts. to be disbursed according
 to the several items set forth in said
 accounts.

Wilson Lumpkin
 John Dennis
 Commissioners

This paper contains
the accounts for
the compensation
of the Cherokee
Treaty - up to
the 15th of March
1837. - for which
a certificate is
accordingly
amounting to
\$4332.25

20

Aug 7

A Memorandum of the Expenses of
the late Cherokee Council to which was
added by the Cherokee Delegation, the
result of their mission to Washington
City & the ratification of the Cherokee
Treaty Oct. 22^d 1836

Mr. Rain Crow for services rendered as a public cook thirteen days at \$	26.00
" Mrs. Bear or Meat do. do. — — —	26.00
" Mrs. Klatie do. do. — — —	26.00
" Mrs. Qualla youkee do. do. — — —	26.01
" Mrs. Fields do. do.	26.00
" Mrs. Ridge do. do.	26.00
" Mrs. Moore do. do. — — —	26.00
" Mrs. Winklesides do. do. — — —	26.00
" Mrs. Foster do. do. — — —	26.00
" Amount of provision furnished	234.00
The present Council by individuals	
Mr. Archy Rome furnished 9 bushels corn meal at 75 cents per bushel	6.75
1 bushel sweet potatoes 50 cts per bushel	50
1/2 bushel beans at 1.00 per bushel —	50
4 bushels parched corn meal at 75 cts per bushel	3.00
1 bushel corn at 62 1/2 cts per bushel	62 1/2
	11.37 1/2
Seneca Halfbreed furnished 14 1/2 bushels corn at 75 cts per bushel — — —	10.87 1/2
Meal purchased of Mrs. Winklesides 9 th Oct. 1836 8 bushels meal 75 cts per bushel	6.00
Oct 12 th 10 bushels do. do. — — —	7.50

Oct. 17 th	10 bushels do. do.	\$ 7.50
" 21 st	10 bushels do. do.	7.50
		<u>28.50</u>

Amount purchased & furnished by ~~Thompson~~ ———

Salt purchased of W. S. Adams for
the use of the Council ——— 13.00

Mrs. Tesah Taaskie furnished 15
bushels corn meal at 75 cts per bushel 11.25

2 bushels corn at 75 cts per b. — 1.50

1 bushel Beans at \$1.00 per b. — 1.00

7 cabbage heads at \$12 1/2 cts — .87 1/2

1/2 bushel dried peaches at 1 per b. — .50

8 bushels potatoes at 50 cts per bushel ~~4.00~~ Oct. 8

Amount furnished by Tesah Taaskie 19.12 1/2

Mrs. Qualeyoukie furnished 5 bushels
meal at 75 cts per bushel — 3.75

2 1/2 bushels corn at do. do. — 1.87 1/2

1/2 bushel peas at \$1.00 per b. — .50

1 bushel meal at 75 cts per do. — .75

Amount furnished by Qualeyoukie 6.87 1/2

Mrs. Takey Foster furnished 1 1/2
bushels meal at 75 cts per bushel 1.12 1/2

2 bushels potatoes at 50 cts per b. — 1.

2 do. do. — 1.00

Amount furnished by Mrs. Foster 3.12 1/2

Bear meat furnished 6 bushels
corn meal at 75 cts per b. — 4.50

1 bushel parched meal at 75 cts — .75

Amount furnished by Bear meat 5.25

Charles Elmore furnished 2 1/2 bushels
potatoes at 50 cts per bushel 1.00

1 bushel peas at \$1.00 per bushel — 1.00

7.50	3 pecks beans at \$75 per bushel	75-
7.50	1 bushel meal at 75-50 per do. —	75-
18.50	Amount furnished by Charles Moore	3.50
<hr/>		
13.00	Oct. 21 st Mr. John A. Bell furnished for the Council 7815 lbs beef at \$5 per hundred lbs —	390.75
11.25	Elias Bondinist to building	
1.50	Council shed \$26.50 —	26.50
1.00	Mr. Elias Bondinist furnished for the use of the Council the following items of provisions	
.87 1/2		
.50		
4.75	Oct. 8 1 bushel corn per old Mrs. Hestie	1.00
9.12 1/2	358 lbs. fresh beef at 5 cts per lb —	19.90
	" 10 th 1/2 bushel corn per Mrs. Ridge	.50
	1/2 bushel corn per Mrs. Moore	.50
3.75	1 bushel corn per Mrs. Hestie	1.00
1.87 1/2	11 th 1/2 bushel corn per Mrs. Ridge	.50
.50	12 th 1/2 bushel per Mrs. Moore	.50
.75	" do. do. per Mrs. Hestie	.50
87 1/2	13 th 1 bushel per Mrs. Ridge	1.00
	1 bushel corn per Mrs. Harris	1.00
9.12 1/2	" 1/2 do. do. per Mrs. Ridge	.50
"	21 st 365 lbs. fresh beef at 5 cts per lb.	18.25
1.00	To Boarding 24 persons from Sept.	
12 1/2	7 th to the 10 th when the Cornsmitten were called together —	33.50
1.50	Amount furnished by Mr. Bondinist	77.65
.75-		832.52 1/2
25-		

The above account against the Cherokee Station is allowed by the Cornsmitten and ordered to be paid to Mr. Ridge the President thereof as he has assumed the whole of it by the Cornsmitten under the 10th article

of the Cherokee Trust.
 New Echota. John Ridge
 October 22nd 1836. President of
 Johnson Rogers C.R. the Committee
 To Committee.

New Echota March 15th 1837. Examined &
 approved by the Commissioners.

William Lumpkin
 Commissioner

On the day & date above written, a certificate
 was issued in favor of John Ridge Esq. to draw
 & disburse the money according to the several
 items set forth in said account.

William Lumpkin
 Commissioner

Expenses of the
 Cherokee Council
 ordered to be paid
 & certificate issued
 March 15th 1837.
 3832.52

The U. States Dr.

(Copy)

members of the
To the Cherokee Committee & their
Clerk, for services rendered at different
times, in the latter part of the year 1836
& the first part of the year 1837, in
aid of the settlement of claims under
the provisions of the Treaty of 1835.

1. John Ridge President	70	118	days	at	\$4. per day	\$472
2. Wm. Rodgers	53	days	do	do	do	212
3. Genl. W. Bell	83	days	do	do	do	332
4. Andrew Ross	45	Days	do	do	do	180
5. Jos. A. Foreman	65	Days	do	do	do	260
6. Geo. W. Adair	52	Days	do	do	do	208
7. John Gunter	102	days	do	do	do	408
8. James Starr	36	days	do	do	do	144
9. Asatathu	68	days	do	do	do	272
10. Little Fields	66	days	do	do	do	264
11. Archilla Smith	79	days	do	do	do	316
12. Bruce Martin	64	days	do	do	do	256
13. John Timson	41	days	do	do	do	164
14. George C. Cummins	12	days	do	do	do	48
15. H. H. Half breed	6	days	do	do	do	24
16. John A. Bell	12	days	do	do	do	48
17. Archibald Fields	19	days	do	do	do	76
18. Hans Water	4	days	do	do	do	16
19. James Foster	16	days	do	do	do	64
20. Johnson Rodgers Clerk	106	days	do	do	do	424
21. Louisa Rodgers Clerk from the 2 ^d July						
To the 18 th March 1837	16	days	do	do	do	64
To Books & Stationery						24.25
Total						\$4332.25

We do hereby certify upon honor, that the
above items contain a true statement of
the numbers of days, that each member
of the Committee served. 18th March 1837.

Signed by the officers of the Committee
Johnson & Louisa Rodgers John Ridge Pres

Pay Roll of
the Committee
up to the 18th
of March 1837.

Copy

amt paid for
expenses of Council
on the requisition
of the Comrs.
\$768.12 1/2 Cts.
amounting to report
Johnson Rogers.

Entered on the
records Sep 18th
1837.

The United States Dr
 To the Members of the Cherokee
 Committee and their clerk designated in
 the articles of the Treaty for services ren-
 dered in adjudicating and settling claims
 according to the provisions of said Treaty
 Commencing 26th June and Ending 13th Sept^r 1837 Including
 two Sessions -

No					
1	John Ridge Pres ^r	To 27 days	at \$4 per day	208.00	
2	John A Bell	To 30 days	\$4 "	120.00	
3	Samuel W Bell	To 57 "	\$4 "	228.00	
4	Samy Foster	To 40 "	\$4 "	160.00	
5	Brice Martin	To 38 "	\$4 "	152.00	
6	Samy Starr	To 32 "	\$4 "	128.00	
7	John Simpson	To 10 "	\$4 "	40.00	
8	Archibald Shields	To 43 "	\$4 "	172.00	
9	Samy McHair	To 21 "	\$4 "	84.00	
10	Georg. Galten	To 39 "	\$4 "	156.00	
11	Charles Timberlake	To 35 "	\$4 "	140.00	
12	William Lapsley	To 27 "	\$4 "	108.00	
13	William Rogers	To 10 "	\$4 "	40.00	
14	Lorely Rogers Clerk	To 53 "	\$4 "	212.00	
15	Johnson Rogers account for services to the Committee as apprs to General Andrew Jackson, President of the United States at the Hermitage in September 1836 13 days at \$3				39.00
	and his necessary expenses on said trip				43.12 1/2
	Total Amt of				\$1990 12 1/2

We Certify on Honor, that the above
 account is true, and agreeable to
 the Records of the Committee
 September 13th 1837.

Lorely Rogers Clerk
 Committee

John Ridge Pres^r
 Committee

Account of per diem
for
Charles Hammett
13th September 1837

Courts' office
New Echota Sep. 18. 1837
Examined & approved
the within account -
and issued regulations
for the same.
Wilson Lumpkin
amt. \$1990. 12 1/2 Cts.

Entered on the
records Sep. 18.th
1837.

The United States
To the Cherokee Committee
For services rendered in adjudicating
all claims under the late
Treaty - including three sessions -
Commencing Nov. 10th 1837 and ending
21st March 1838

1	J. B. Bell Pres. Com.	55 days	220
2	John Adair	82 " "	328
3	Wm. Martin	71 " "	284
4	Johnson Rogers	69 " "	276
5	David Sanders	63 " "	252
6	Brice Martin	59 " "	236
7	Arch. Pitts	57 " "	228
8	John Sanders	33 " "	132
9	Capt. James Foster	55 " "	220
10	William Rogers	15 " "	60
11	S. W. Bell	67 " "	268
12	D. A. Borman	35 " "	140
13	John W. West	30 " "	120
14	Novel Rogers Clerk	85 " "	340
	Books, Stationery &c -	75	15
			\$ 3119 00

We hereby certify the above
account to be true as shown
by journal
March 22nd 1838

Novel Rogers Secy to Com. J. B. Bell Pres. Com.

Commissioner's office
Agency Cherokee
23rd March 1838

We have examined the above account & find it
correct, and it is ordered that a Certificate
be given to John B. Bell President of the Committee \$3119.00
for \$3119.00 in full of the above acct. John Kennedy
James, Commissioner

A/c of
Indian Committee

Examined & approved

March 23^d 1838.

\$3119.

Requisition N^o 4.
Book 6.

Reynolds
for
Kewha ...

#2163.

13 Oct 1851.

The United States

To the Cherokee Committee — Dr

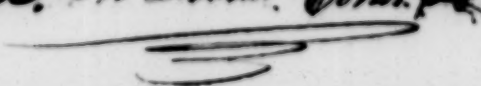
For services Rendered in adjudicating claims
under the Provisions of the Treaty of 1835.

Commencing on the 23rd of May 1838 and ending
on the 25th August following

1. John A. Bell. President	97 days \$4. per day.	\$ 388.00
2. Ellis S. Harlin	97 Do. Do.	388.00
3. John Sanders	44 " "	176.00
4. John Kell	97 " "	388.00
5. George Tallen	97 " "	388.00
6. Saml. W. Bell	97 " "	388.00
7. David M. Foreman	97 " "	388.00
8. A. Fields	97 " "	388.00
9. David Sanders	97 " "	388.00
10. William Poling	44 " "	176.00
11. Calvin S. Adair	50 " "	200.00
12. Jay Hicks	27 " "	108.00
13. Sweet Water	23 " "	92.00
Lovely Rogers. clk.	97 " "	388.00
Stationary &c.		20.00
		<u>\$ 4264.00</u>

I certify the above account to be just & true.

Cherokee Agency
30th Aug. 1838.

J. A. Bell. President Com. 

A. P.
Cherokee County
\$4264.00

Ex amined & Approved
Aug. 30. 1838.

The States Dr To The Cherokee Committee
and their clerk for services rendered in
adjudicating claims under the provisions of
The Treaty of 1835 commencing on the
21st of March and ending on the 21st of May
1838

1	John A Bell	Dr to 62 days at \$4 per day	248
2	John West	" 62 days at 4 " "	248
3	John Adair	" 62 days at 4 " "	248
4	Breez Martin	" 15 " " 4 " "	60
5	E. S. Martin	62 " " 4 " "	248
6	D. M. Foreman	62 " " 4	248
7	John Sander	62 " " 4	248
8	James Foster	" 43 " " 4	172
9	David Sander	" 62 " " 4	248
10	Archibald Field	62 " " 4	248
11	William Rogers	46 " " 4 " "	184
12	Johnson Rogers	52 " " 4	208
13	Samuel W Bell	62 " " 4	248
14	Lovely Rogers	Clerk 62 " " 4	248
			\$3104 10

We certify that the above is a true
account of services rendered as the records
of the Committee will show

Lovely Rogers Sec

John A. Bell Pres. Com.

C. reka Committee

The U. States Dr
 To the President Clerk
 & members of the Cherokee committee
 commencing on the 10th of Oct 1838 and
 ending on the 10th of Novem 1838 both
 days inclusive

1	W Rogers Trs to 32 Day Service at \$4 per day	\$ 128
2	W Bell to 32	128
3	S Rogers to 32	128
4	W H Hicks to 32	128
5	W H Hicks to 32	128
6	Henry Smith to 32	128
7	C W Hicks to 18	72
8	Mark Syger to 32	128
	To Wood & Stationary	12
	Total amt - -	\$980

We do hereby certify that the above
 is a correct account of the services rendered
 by the Cherokee Committee

Cherokee Agency

Nov. 9 1838 -

Mark Syger

Chas W. Smith

W Rogers Dist.
 Committee

ap

Wm. S. Stokes

to

Charles C. Smith

Adm. of the ()

7. Nov. 1838

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Senat. Rec. 25 Cong. No 120 - 2^d Supp.

Rep. - Dec. 120 - page 205.

25 Harris to Curry - 12. Nov. 36. - ~~Requies, removed~~ - ~~unperused~~

27 Curry to Harris - 28. Nov. 36. 9. See page 734 for the copy of the bond

273 Harris to Smith May 20. 1837 Read this

280 Smith to Harris Sept. 4. 1837. ~~Read~~

285 Smith to Harris June 5. 1837.

277 Smith to Harris June 5. 1837.

286 Smith to Harris May 24. 1837.

287 Harris to Smith Sept. 22. 1837. ~~Read this~~ - ~~See~~

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of Removal & return
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NOTES RE: TREATY OF Dec. 29, 1835

THE NATIONAL ARCHIVES
CLASSIFICATION DIVISION

39215

C. J. A.

Notes concerning the Cherokee
Treaty of 1835, with information
re: policy towards Cherokees,
the manner in which the
various Treaties have
1839-1854 (doc. 1854?) been carried out.

Narrative

8 x 14

1 1/2

14:23:11: dr 2

Treaty of Cherokee
Agency, Feb. 8th
1817.

Art 6th. It stipulates that "to those emigrants whose
improvements add real value to their lands,
the United States agree to pay a full valuation
for the same, which is to be ascertained

In the improvement case of Ann Hyatt
 Dupon Huber, ^{Esq.} made a blank deed. That
 said ~~claim~~ ^{improvement} added value to the land and
 ought to be valued but before they would
 then agents to ascertain its value they
 were dismissed from office, and
 consequently no valuation was made.

Proof of the fact is now before the
 jury. It is now sought to leave
 the blank deed in the deed by
 with the value of the improvement; by
 the appointment of agents under the
 9th article of the treaty.

Notes on various points, connected with
the Cherokee Treaty of 1835-6 ~~the~~ general policy
of the Government towards the Cherokees and the
manner in which the various treaties with them
were carried out

Aug. 29th 1836. Com. Gen. Sup.

George Gibson writes to B. F. Currey.

"The business of superintending the ex-
ecution of Indian stipulations, and appraisement returns,
belong to the Commissioner of Indian Affairs.

From 1817 as through a period extending to our own times, the policy of the United States has been, as developed by Mr. Monroe in his message, of 1823 as Mr. Cribbman reports from the 10th Sept. of 1824, to concentrate the American troops west, with a vast extent of country between the limit of our present States & territories and the Pacific, monument and and Mexico."

[See Bulletin of the American Historical Association, 1825 Feb 1]

The motion sent to the Senate, on the 3^d of February 1826, Governor Beaman, then Secretary of the — upon a call of the Senate on the 2^d of Feb. for information as to such form as the message in — proposed to be transmitted as a project bill, and a report, in which, after laying of the reasons, "the third object of the bill" it is stated is the establishment of a territorial government of the United States, for the protection and the settlement. The bill proposes a governor, three judges as a secretary, to be appointed by the President with the advice and consent of the Senate. It also has to do with other provisions in detail as the President shall see fit to be subject to the approval of Congress. [See Bulletin of Feb. 1825 Dec. 1824 vol. 2, p. 371.]

The whole course of inquiry, reports and legislation, which to John M. Mason, reveals the policy of the United States. It clearly leads to the practical result as for now a settlement of the territory, this protection now a barrier and a guarantee, as a means of settlement to them as a growing obligation on the United States.

The Treaty with the Cherokee of May

6th 1828 is the first decisive ^{validation} recognition of their
 intent. Under special guarantee, it pointed out
 as sound a line for the Cherokees. It pledged
 the faith of the Union that that line should remain
 theirs, for them as their posterity. The treaty was
 so far as to stipulate for a cut of plain land for them-
 selves as a surveying and laying off of their ~~granted~~ land,
 wherein they would not to own them within in Indian
 but tribal, capacity.

President Jackson in his message of the first session of
 the 28th Congress in 1828, and suggests the
 propriety of selecting a district west of the Mississippi
 to be the home of the Cherokees and guaranteeing to
 them the right of the Indian land, and occupied by them
 as a permanent home.

The end of Congress of May 28 1830 is the an-
 tislavery Indian of peace to the war. Jackson,
 without number has been seen to his old and not
 remove Indian to his old home, to the removal
 out.

Selection of Appraisers by B. F. Curry
 Immediately after the enactment of the land cession?
 Measures have been taken to carry into effect the treaty with
 the Cherokees ending east of the Mississippi, of Dec. 29th 1835.

Major B. Curry, Superintendent of Migration,
has authorized to select as many persons to appraise
 the improvements of the Indians as might be necessary
 as to direct their operations.

Division of the Ceded Country.

B. F. Curry divided the ceded country into seven districts and appointed the requisite number of agents and interpreters.

Appointment of Commissioners.

Mrs. Lurpkin of Georgia and General Carroll of Tennessee were, with the sanction of the Senate, commissioned to examine the claims provided for by the treaty.

General Carroll declined and John Kenney of Tennessee, was appointed in his place, making the Board Lurpkin & Kenney.

Refusal of Cherokee to hold the treaty.

In this state of things (preparations being made by the Commrs. to carry out the provisions) a portion of the Cherokee people, early gave indication of a disposition to renounce the treaty and to prevent upon a majority of the nation to disregard its terms.

Whelan Troops alluded.

As a measure of foresight and under an act of Congress, a volunteer military force was put under the command of Genl. Worth to be employed in the Cherokee country (to remove if necessary).

Superior on the treaty.

A federal Superior authority, within constitutional limits, was conferred to the commissioners in carrying out the provisions of the treaty.

Issue of clothing & provisions, as annuity
of annuity.

Gen. Will has instructed to procure & issue
the provisions & clothing, stipulated in the 18th
article to be delivered to the Indians, as an
advance of the annuity of the Nation for two
years. [Look at this now with the U.S. to remove and
pay the the expenses? If they took them out of the
annuity, the Indians said. They might not expect
clothing — but they certainly might provisions to
remove.]

Cooperation of the Committee

In the execution of the several duties the Com-
missioners & the Generals were directed to invite the
cooperation of the Committee of 12 persons designated
in art. 12th of the treaty to act as agents of the Cha-
nonken, in relation to every measure connected with
the fulfillment.

Part ^{only} of them ~~only~~ accepted the trust, others de-
clined, being represented under the influence of
Mr. John Ross, whose conduct is said to have
been calculated, in other respects, if not designed
to prevent the execution of the treaty. Chiefly in this
Matter he called a Council at which resolutions were
offered & adopted, declaring the treaty to be a
fraud upon the Government, the people & the
Cherokee themselves — an instrument, concluded
by persons not possessed of competent authority,
& null & void from its beginning.

Deputation was app^d with Ross at the head,
to visit this City during the approaching spring of
Congress, to obtain modified or new treaty, and

also to proceed to the ~~Cherokee~~ ^{Cherokee} nation work
and unite the cooperation of the Cherokee nation
in accomplishing these ends.

President's action.

The President instantly on the mutual obligation
of the treaty and on its creation, after having been
notified by the Senate, declared that his deter-
mination to carry it promptly into effect, and
with the fullest extent, should be communicated
to the Cherokee in the clearest & strongest terms.

10)

as to the disposition to be made of this award as to Preamble para. 4th
 be arranged into a treaty. They refused and insisted
 that the subject of the award should be referred to
 their nation and there, in general council, to
 determine on that subject "in order to ensure
 harmony and good feeling among them-
 selves."

Preamble para
5th

Another delegation composed of John Ridge,
 Elias Boudinot, Archelle Smith, J. M. Bell,
 John West, Wm. A. Davis and Eytzel West,
 and representing that portion of the Nation
 favorable in favor of migration to the Cherokee
 country west of the Mississippi entered into pro-
 positions for a treaty with J. F. Schomburgk,
 on the part of the U.S., which propositions were
 to be submitted to their nation for their fi-
 nal action and determination.

Preamble para 6th

A delegation, in spite of these stipulations,
 came to Washington (instead of convening at the
 proper place to make a treaty) with a view, as
 they said, of closing negotiations. They were
 officially informed by the U. S. Commissioner
 that they would not be received by the President
 of the United States. That no business of a treaty
 nature would be transacted with them at Washing-
 ton; but that it must be done in the nation.
 This delegation came to the conclusion that
 they could do nothing in Washington and
 the treaty nation United States, represented
 by Gen. William Carroll & J. F. Schomburgk,
 the Cherokee nation in general council

represented by their chiefs and head men, open to
at New Echota, on the 29th day of Dec. 1835.

Preamble para. 7th Stipulates that the Commissioners should be prepared
to make a treaty with the Cherokee people
who should assemble there (New Echota) and
that those who did not come, they should con-
clude, give their assent and sanction to
whatever should be transacted at this coun-
cil, the people being met in council according
to said article. [This paragraph should come
before the close of the preceding one].

Art. 1st

Cedes to the ~~United States~~, relinquishes and conveys
to the United States all the lands claimed or possessed
by them east of the Mississippi river.

By that act they release all their claims upon
the U. S. for spoliation of every kind, for and in
consideration of the sum of five millions of dollars
to be expended, paid, and invested, in the manner
stipulated and agreed upon in subsequent arti-
cles.

A question having arisen between Commissioners
and Cherokee, relative to the Senate, with the 5,000,000, how
included and made any allowance or consideration
for claims for spoliation, it was agreed on the
part of the United States that the question should
again be submitted to the Senate, and if no
allowance was made for spoliation, then an
additional sum of \$300,000 be allowed for the
same.

Art 2^d

Stipulates 7,000,000 of land to the Cherokee

12)
the Mississippi river in Arkansas, with an outlet perpetual to the West, as far as the sovereignty of the U. S. extends.

The treaty of 14th Feb. 1833, which I have overlooked

It provides, as it is apprehended that there will not be enough of land for the accommodation of the whole nation in the removal west of the Mississippi, that in consideration of \$500,000 the U. S. convey to the said Indians and their descendants by patent, in fee simple, a certain tract of land situated between the west line of the State of Missouri and the Osage reservation. In this syllabus is with the Cherokee Indian, west, which seems to recognize them as a independent nation. Look well at this treaty.

If lands of Indians should fall within their limits, corresponding deduction shall be made in the \$500,000 to be allowed to the United States, for the same, by the Cherokee.

Agrees that all the lands, already ceded by the treaty of Feb. 14th 1833 and those ceded by this treaty 1835, "shall all be included in one patent executed to the Cherokee Nation of Indians, according to the provision of the act of May 28th 1830.

Art 3^d. 1835

Provides for appointment, by the United States, of suitable agents to make just and fair valuations of all such improvements, now in possession of the Cherokees, as and any value to the lands and of such improvements and farms, from which they have been disappointed in a lands man use.

Art 9th. 1835.

The just debts of the Indians shall be

paid out of the proceeds of their improvements &c

1833, Feb 14th

Convention with the Chiefs and Headmen
of the Cherokee nation, West of the Mississippi.

Art: 1st.

Possesses the Cherokees of 7,000,000 of acres of
land in Arkansas and guarantees the same
to them forever.

" "

In addition to this grant of land, a perpe-
tual outlet, west, and a free and unmolested
use of the country, lying off the western bound-
ary of the seven millions of acres, as far as
the sovereignty of the United States reaches, is
conceded to the Cherokees.

Art 2^d.

By this article the Cherokee nation relinquish
to the United States all right, interest and title
to all the land ceded to the nation by the treaty
of the 6th of May 1828, and not embraced
within the limits fixed in this Supplementary
Convention of Feb 14th 1833.

Art 3^d

Provides that the 6th Article of the treaty
of 1828, which looks to the preparation of a
body of laws for the Cherokees, as also the survey
of their lands by an U.S. officer, shall be
cancelled and annulled.

Art 4th

Looks to the construction of shops, mills,
as the procurement of blacksmiths and other
workmen, together with supply of materials.

Art 5th

States that the foregoing articles of agree-
ment are supplementary to the treaty of
1828 with the Cherokee nation west of the
Mississippi; and not to vary the right of either

part, any further than said treaty is
inconsistent with the provisions of this con-
vention.

Art. 5th

Reserves one mile square for the accommo- Art 6th
dation of the Cherokee agency, the loca-
tion of which is to be designated jointly
by the Cherokee and the agents of the
United States.

Articles of Convention between U.S. & Cherokee Nation Feb: 27th 1819.

Cedes to the U.S. all the Cherokee lands within certain Art: 1st
limits, defined in said Article 1st of the Convention of 1819.

It further provides that the lands ceded by the Cherokee
Nation are in full satisfaction of all claims which the
United States have on them, on account of the cession
to a part of their nation who have or may hereafter
emigrate to the Arkansas, & that this convention is
a final adjustment of the Treaty of July 8th 1818

[This certainly militates against the supposition
of Mr. Crawford, who leans to the idea that the 'Old Settlers'
or 'Cherokee West' are a separate and independent
community from those who retained their grounds
east of the Mississippi. Vide Dec 185, 29th Congress
1st Session] & Art: 5th of the Treaty of July 8th 1817.

Stipulates ~~de novo~~ for the payment for Art 2^d
all improvements on land, lying within the coun-
try ceded by the Cherokees which add real value
to the land; and reserves the reservation of six
hundred and forty acres to each head of any In-
dian family residing within the ceded Territory
(those enrolled for the Arkansas excepted) who choose
to become citizens of the United States in the
manner stipulated in said Treaty.

~~Stipulates that the United States shall sell the~~ Art 4th
~~lands surveyed and sold~~ Stipulates that the
^{They be laid out,} reservations, and the tract reserved for a school
fund, in the 9th Article of this Treaty, shall be surveyed
and sold, in the same manner and on the same
terms with the public lands of the United States.
Proceeds to be vested in the Stock of the United States.

Art 6 is agree to pay a full valuation for the same which
valuation is to be ascertained by a commission appointed
by the President of the United States.

Art 7th stipulates that, for all improvements, that and
real value to the land, covered by the 1st & 2^d articles,
of the treaty, the United States shall pay full
value for, at the time, or within thereof, to
give in exchange improvements of equal value
as that of the improvements, which the emigra-
nts may come.

8th Permits to each a man head of any Indian
family residing on the east side of the Mississippi
river, on the land that are now, or may here-
after be surrendered to the United States, who
may wish to become a citizen of the United
States, a quantity of 640 acres of land in any
square, the improvements shall be to be as
near the centre as possible, in which they will
have a life estate, and then it shall return to
be simple to their children, surviving, to their
widow for ever - the register of ~~Indian~~
~~children~~ such head of family names to be
filed in the office of the Cherokee agent,
which shall be kept open until the census
is taken.

If such head of family remains from
~~land of the Mississippi~~ [a from reservation?] the
reservation, the right, in that case reverts
to the United States.

The land reserved under this article is to be deducted
from the amount covered under the 1st & 2^d articles.

Art 4th - or such other stock as may be more advantageous to the Cherokee nation. The interest or dividend on said stock to be applied in the mode best calculated to diffuse the benefits of Education among the Cherokee east of the Mississippi. [Of course the reservations are not to be sold, as made to read by the wording of the treaty, but they are to be surveyed, and the school land-tract to be surveyed and sold, in the same manner as are lands of the United States].

Art 6. Stipulates in precise terms that the annuity to the Cherokee nation shall be paid, two thirds to the Cherokees east of the Mississippi and one third to the Cherokees west of that river, the emigrants and the emigrated being estimated to contribute one third of the whole nation. If the Western Cherokee object to this unjust mode, the notice of such objection to be given within one year, & a census, for basing the distribution of annuity, shall be taken as the President shall designate.

Treaty of May 6th 1828.

Treaty May 6
1828

Preamble. Where the object of this Treaty is to secure a permanent home to the Cherokee Nation of Indians, as well those now living within the limits of the Territory of Arkansas, as those of their friends and brothers who reside in States east of the Mississippi and who may wish to join their brethren in the West [Read the whole of this preamble with care]

Defines that the boundaries of Arkansas shall Art 1st
be shown it shall become a State. [This is
to avoid the necessity, to the Cherokee, of being placed
under the jurisdiction of a Territory or State, or
be proper upon the extension, in any way, of
any of the limits of any existing Territory or State.]
It further shows that it was the intention of the
government that they should, at some future day,
become, as they had been, and as they finally become,
One Cherokee Nation.

Guaranties to Cherokee a Territory of 7,000,000 Art 2^d
of acres, in Arkansas, boundaries of which are
given in this article. In addition heretofore to the
"Cherokee Nation" (mind the words) a perpetual
allotment as far as the sovereignty of the
United States and their rights of soil extend.

Provides for the appointment of suitable persons Art 4th
to value and improve lands as the Cherokee may
choose and their removal from their present homes
to the District as ceded in the second article of
this treaty. [See, in connection with this, Art 1st
of the treaty of Feb 27th 1819, when the Cherokee
Nation cede, not cession of reservation, all
their lands to the U.S. as a recompense for the
lands ceded to the Nation by the U.S. west of the
Mississippi, 7,000,000 of acres with the allotted north].

Stipulates for ^{indemnities} annuities, money to individuals Art 5.
and tributes to the spread of Education.

Stipulates that the Chiefs, Head men of the Cherokee Art 7
Nation in consideration of foregoing stipulations

177-1055

Reservations
Article 13th c.

But in all cases, in which the reserves have sold their reservations, or any part thereof, and conveyed the same by deed or otherwise, and have been paid for the same; they, their heirs or descendants, or assigns, shall not be considered as having any claims upon the United States, under this article of the treaty nor be entitled to receive any compensation for the lands thus disposed of.

Art 13th Cont'd

Expressly understood, by the parties, that the amount to be allowed for reservations, under this article, shall not be deducted out of the consideration money allowed to the Cherokee for their claims for depredations and the cession of their lands.

There are to be paid for improvements by the United States, as it is only a just fulfillment of former treaty stipulations.

Art 15th

Stipulates that after deductions of actual sums expended for the payment of improvements, for claims for depredations, removal substance, debts and claims upon the Cherokee nation, as for the additional quantity of land and goods for the poorer class of Indians as the several funds seems to be invested for the general national funds; the balance, when the same may be shall be equally divided between all the bands belonging to the Cherokee nation east, according to the census just completed, and such Cherokees as have removed west since June 1833, who are entitled, by the terms of their covenants to removal, to all the benefits resulting from the final treaty between the United States and the Cherokee east shall also be paid for their improve-

~~The United States shall be bound by their improvements~~ Art 15th cont.
According to their appraised value, before their removal, the grant has not already been shown in their relocation.

Stipulates that the Cherokee shall remove Art 16th
to their new homes within two years from the ratification of the treaty.

The United States, during such time shall protect and defend them in their person and property and free use and occupation of the same.

~~shall protect and defend~~ Such persons as have been dispossessed of their improvements and lands, and for which no grant has actually issued, previously to the enactment of the law of the State of Georgia, of Decr 1835, to regulate Indian occupancy, shall be again put in possession and placed in the same situation as condition, in reference to the land of the State of Georgia, as the Indians had before been dispossessed.

If this is not done and the people are left unprotected, it is agreed that the United States shall pay the several Cherokees for the losses and damages sustained by them in consequence thereof.

All claims provided for in the several articles of Article 17th
the treaty to be examined and adjudicated by ~~Gen~~
~~Genl Carroll and John F. Schomburgk~~ Commissioners of the United States.

Their decision is to be final and on Art 17th cont.
Their certificate of the amount due the

19)

Art. 17th cont^d

Several claimants, they shall be paid by the United States.

" "

All stipulations in former treaties which have not been superseded or annulled by this shall continue in full force and in time.

[Art 8th of the treaty of 1817 provides that each head of an Indian family, east of the Mississippi, who may wish to become a citizen of the United States, said U.S. agent shall be entitled to a reservation of 640 acres of the lands that are now or may hereafter be, surrendered to the United States.

Said 640 acre being in fee simple to his children, reserving to his widow her dower. Art 9th of the Treaty of 1819 reserves the reservation of Art 8th of Treaty of 1817, of 640 acres of land to each head of an Indian family, residing within the ceded territory ceded by Art 13th and desiring of being a citizen of the United States]

Now ~~the last~~ article 13th of the Treaty of 1835 stipulate, that all persons entitled to reservations under the Treaty of 1817 shall be confirmed in the grants as the last clause of the 17th article of said Treaty of 1835 ~~affirms~~ ^{asserts} that "all stipulations of former treaties, not superseded or annulled by this, are to remain in full force. This would seem to respect the claims of the Indians to reservations as pre-emptive, beginning from the three treaties. But the Supplementary articles to the Treaty of Nov. 29th 1835 destroy the reservation and pre-emption. The Proceeds of the Supplement, concluded on the 1st of March 1836 as proclaimed, on the 23rd of May 1836, contain-

for anarchy with the original treaty of 29th
 December 1835, which adopted solemnly, gives
 it as the determination of the Pres^t not to allow
 any pre-emption or reservation, his desire being
 that 'the whole Cherokee people should re-
 move together and establish themselves in
 the country provided for them west of the
 Mississippi river. The first article there-
 fore declares that all the pre-emption
 rights and reservations provided for in arts.
 12 & 13 are relinquished and declared
 void, except art. 3. It stipulates that
 \$600,000 shall be allowed the Cherokees to
 include removals, and all claims of every nature
 and description not therein otherwise expressly
 provided for, are to be in lieu of said reser-
 vations and pre-emptions &c. There is this
 Supplement alludes to reservations & pre-emptions
 granted in arts 12 & 13 of treaty of 1835,
 and, nevertheless, said reservations and pre-emptions,
 as its spirit lies in the reservation & re-
 lease of the treaty of 1817 and removal of that
 of 1819? If on the other hand the President
 is determined that all the Cherokees shall
 remove west of the Mississippi, how can the
 maintenance of the said reservations of
 1817 & 1819 conform with this determina-
 tion? Whether they remained in the States
 under the provisions of the 13th art. of treaty
 of 1835, suffering them unaltered, or under
 those of the treaties of 1817 & 1819, they
 actually remain and what, in that case,
 becomes of the Pres^t determination that the
 whole Cherokee people shall remove?

Art: 9th Continued

To be furnished with a sufficient sum to enable them to obtain the means to remove themselves to their new homes, & the balance of their dues shall be paid them at the Cherokee Agency west of the Mississippi.

Art: 10.

The President to invest, for the ^{elder} Cherokee ^{nation}, who have removed, or shall remove, to the lands assigned by this treaty, to the Cherokee nation west of the Mississippi, certain sums as a permanent fund for purposes herein specified and pay over the net income of the same annually to such person or persons authorized, or appointed, by the Cherokee nation, to receive the same: to wit \$200,000, in addition to present annuities to the nation to constitute a general fund, whereof the interest shall be annually applied by the Council of the nation, for the general interest of the people.

\$50,000 to contribute to an orphan's fund, to be used to support an education ~~orphan~~ destitute orphans.

\$50,000 in addition to the present school fund of the nation to constitute a permanent fund, interest thereof applied annually by the Council of the nation for the support of common schools.

..

U. S. Agree to pay the just debts and claims against the Cherokee nation held by the citizens of the same.

Agree also to pay the just claims of citizens of the United States for services rendered to the nation, and for that purpose the sum of \$60,000 is appropriated by this article.

14] to liquidate just claims of the Cherokee against the U. S. for depredations "of every kind", not already satisfied under former treaties, \$ 300,000 are set apart. art 10th cont^d 1835

The Cherokee nation of Indians, for reasons, art: 11th
agree to commute their permanent annuity of \$10,000, for the sum of \$214,000, the same to be invested by the President of the United States as a part of the general fund of the nation.

Their present school fund amounting to about \$50,000 ~~shall~~ constitute a part of the permanent school fund of the nation.

Stipulates that individuals and families of the Cherokee nation, desirous to remove to Cherokee country west of the Mississippi, and desirous of becoming citizens of the States, where they reside, and that such as are qualified to take care of themselves shall be entitled to receive their due portion of all the personal benefits accruing under this treaty for their claims, improvements and per capita, as soon as an appropriation is made for this treaty. art 12th

Ind heads of Cherokee families, who are desirous to reside within the States of N. Carolina, Tennessee & Alabama, are entitled, on the certificate of the commissioners, to a pre-emption right to 160 acres of land, at the minimum survey price, including the existing buildings or improvements of those who then resided there. " "

Such as did not then live there permitted to locate, within two years, any lands not already occupied by persons entitled to pre-emption privilege under this treaty. " "

If two or more families live on the same quarter section, upon their desire to continue in these States, and upon such " "

Art 12th con? qualifications, they shall, on receiving their pre-emption certificate, be entitled to the right of pre-emption to such ~~lands~~ unlocated lands as they may select.

Art 12th in continuation stipulates for a committee of individuals named, on the part of the Cherokees to recommend proper persons, for the privilege of pre-emption rights, that may be entitled to the same under the above articles.

Empress and authorizes this committee to transact all business on the part of the Indians, which may arise in carrying provisions of treaty, as settling the same with the United States.

A sum of ^{\$100,000} one hundred thousand dollars shall be expended by the commissioners in such manner as the committee deem best for the benefit of poor Cherokees who shall remove, or have removed West, and are entitled to the benefit of this treaty.

Reservations
Art 13th

Reservations

To make a final settlement of all the claims of the Cherokees for reservations granted, under former treaties to any individuals belonging to the nation, by the United States, it is expressly understood by the parties to this treaty "that all the Cherokees and their heirs and descendants to whom any reservations have been made, under any former treaties with the United States, and who have not sold or conveyed the same by deed or otherwise as above, in the opinion of the commissioners, have complied with the terms on which the reservations were granted, as far as practicable in the several cases, and which reservations have since been sold by the United States,

819.

shall constitute a just claim against the United States as the original reserve or their heirs or descendants shall be entitled to receive the present value thereof from the United States as unimproved lands." Art 13th in continuation

All such reservations, as have not been sold by the United States and where the terms, on which the reservations were made, in the opinion of the commissioners, have been complied with as far as practicable, they or their heirs or descendants shall be entitled to the same. " "

Grants & confirm to them, the Cherokee, all such reservations. O

Art 13th in continuation

All persons also, who were entitled to reservations under the treaty of 1817 [Art. 8th] and also, as far as practicable, in the opinion of the commissioners, have complied with the stipulation of treaty, although by the treaty of 1819 [Art. 11th] such reservations were included in the unceded lands belonging to the Cherokee nation, are maintained in their rights and shall be entitled to receive a grant for the same [This does not imply the payment of money by the U.S.] " "

All such reserves as were obliged, by the laws of the States, in which their reservations were situated, to abandon the same, or purchase them from the States, shall be deemed to have a just claim against the United States for the amount, by them paid to the States, with interest thereon for such reservations; And if obliged to abandon the same, shall have a just claim to the present value of such reservations as unimproved lands. " "

1835

Art 20th Supple^{mt}

Stipulates that the United States guarantee the payment of all unpaid just claims upon the Indians, in full as far as to them, out of the proceeds of the lands of the United States, for the settlement of which claims? a cession or cessions of lands has or have been made by the Indians, in Georgia.

Art 20th Supple^{mt}

Provides that such guaranty of payment is to be paid in full by the United States or the State of Georgia, whichever has or have made such cession of lands without having made payment to the Indians therefor.

Close of the Treaty

Contains the apert of James Rogers and John Smith, the two only delegates of the Cherokee Nation present at the signing of the Treaty of New Echota, and reserves that nothing in said Treaty shall affect the claims of the Western Cherokee on the United States.

Schedule

Contains Statement of the estimated value of the Wage half-breed reservations within the territory ceded to the Cherokee Nation if the Mingo people referred to in article 4th of the Treaty of New Echota. The Estimate is put at \$15,000.

March 1st 1836.

Supplementary Articles
To Treaty of New Echota, of Dec. 29th 1835.

Preamble.

Recites the Authority of the Signers of the Treaty of New Echota, of Dec. 29th 1835, to make

March 1st 1836.

And alterations as respects to them, in Preamble.
said Treaty, as might be necessary.

States that the President of the United States has expressed "his determination not to allow any pre-emption or reservations."

That his desire is: "That the Whole Cherokee people should remove together and establish themselves in the country provided for them west of the Mississippi river"

March 1st 1836.

Article 1st therefore ~~supplementary~~ to the treaty of Dec 29th 1835, stipulates that "all the pre-emption rights and reservations, provided for in articles 12 & 13 shall be, as they are by said article, "relinquished and declared void."

Art. 1st.

Provides the consent of the President, on the question of just, in the mind of the Cherokee, as to the \$500,000 paid by the Senate as to what kind of objects that sum should include. That the question should be referred to the Senate for such further provision as might appear to them just. Art. 2^d.

Stipulates that the sum of \$600,000 be allowed to the Cherokee people, to include the expense of their removal and "all claims of every nature and description" against the Government of the United States not herein otherwise expressly provided for. [This last Art. 3^d.

March 15th 1836.

Supplementary

Art 3rd Continued

Stipulates further that said sum of \$600,000 shall be "in lieu" of the reservations and preemptions, contemplated by arts 12th & 13th of the Treaty and of the sum of \$300,000 for spoliation described in the 11th Article of said Treaty original treaty, unamended by this 3rd ~~and~~ supplementary article.

Art 3rd Cont^d

Further stipulates that the sum of \$600,000 shall be applied and distributed agreeably to the provisions of the said treaty;— that any surplus which may remain after removals of Cherokee and payment of claims of all nations in default, shall be turned over ~~and belong~~ ^{shall} to the Education fund and it shall belong to it.

Art 4th

Consent agrees that the \$100,000 appropriated in art. 12th for poorer Cherokee who have removed, or shall remove here, and interested as a "set-off to the preemption right" shall be transferred from the funds of the nation and added to the general national fund of \$400,000 so as to make said fund equal to \$500,000.

Art 5th

Provide that the necessary expenses, attending the negotiations of the treaty and its supplement shall be defrayed by the U. States.

Proclaimed as also the Treaty of
Dec. 29th 1835, on the 23rd of May
1836.

handwritten statement of the views of the war
department relative to the execution of the
Cherokee Treaty of Nov. 29, 1835, commu-
nicated to Major H. S. Linn on the 28th of July
1835

No 1

Directs a certain number for the 1st article
of the treaty to be divided into districts, and
a sufficient number of agents assigned to
each, and a report to be made to the Indian
office, of the names, residences & district of
each agent.

No 2

Directs such improvements to be valued as
were in the possession of the Cherokees at the
date of the treaty, & no add any value to the
lands.

No 3

Requires the agent to be sworn to act impartially,
and instruct them to receive all the statements
and estimates of the Indians, and to examine
personally every thing pointed out to them.

No 4

Directs each improvement to be appraised
by two agents; their estimates approved by
Major Curry to be final.

No 5

Directs that in case the owner of the improvement
be dissatisfied, & in the opinion of either of the
agents, justify so, the whole matter be referred to
the joint action of the commissioners.

No 6

Directs great care in ascertaining the owner
of each improvement, & refers him, in such
case to the laws of the state & laws and
usages of the Cherokees, refers also for infor-
mation to the persons named in the 12th article
of the treaty.

No 7

Refers a dispute, title to any particular place,
to the decision of the commissioners.

Directs, if necessary, each district to be subdivided, with two agents in each subdivision the one to keep one register.

No. 8

Directs three copies of this register to be made, one to be sent to the Indian office, one to the acting superintendent west of the Mississippi and a third to the Commissioner.

No. 9

Requires these registers to show, in separate columns, the names of the owner of the land, its situation, number of improved acres, distinguishing the different kinds thereof; extent of fences buildings & other improvements, value of each separate improvement & aggregate value of the whole.

No. 10

Directs, in cases where the agents disagree, the holder of a claim is dissatisfied, or the title disputed, the circumstances in each case stated with the grounds of the ultimate decision.

No. 11

Requires the registers to be signed by the agents & countersigned by Major Barry.

No. 12

Instructions the appraising^{agents}, in each district or subdivision to give public notice of the time & places for transacting this business and requires them to use dispatch in their proceedings.

No. 13

Directs, when the owners are present, the improvements to be valued successively, passing from the first to the next adjoining, and so on, by which order the owner will know when his improvements are to be valued.

No. 14

Instructions, that the Treaty provides for valuing the farms according to their net income.

No. 15

No 16

Directs the agents in ascertaining the net income of ferries, to receive the statements of owners & others in the vicinity, who have means of knowing, and if the agents disagree refers the matter to the commissioners.

No 17

Directs, as the appraisement in each district is completed, a register in duplicate, to be prepared from it, showing only the name of the owner of each improvement & the aggregate amount due to him.

No 18

Directs the commissioners to enter upon the register the amount of claims allowed, and deliver it to the disbursing officer, with instructions as to time, place, & manner of paying for improvements, debts or claims.

No 19

Directs similar entries to be made upon the other two copies of the register.

No 20

Directs, in case the debt exceed the valuation of the improvement, & pro rata payment of the same.

No 21

Fixes the per diem of the agents at \$4 & of the interpreters at \$2, for every day of actual service, & also allows a reasonable sum for necessary incidental expenses.

Condensed Statement of the views of the War Department, relative to the execution of the Cherokee Treaty of Decr 29th 1835, communicated to the Commissioners, under that Treaty, on the 25th of July 1836.

No. 1.

Instructions them that the 9th article of the Treaty with the Cherokee of the 29th Decr 1835, provides for the valuation of their improvements and services.

No. 2

That it also provides for the payment of these debts out of the amount of this valuation, and of any claims they may individually have upon this nation.

No. 3

That the 10th article of the Treaty stipulates for the payment of just debt and claims held by citizens of the United States against the Cherokee nation.

No. 4

That the 17th article of the Treaty makes the decision of the Commissioners in regard to these debts and claims, final, and that payments be made to the several claimants upon the Commissioners certificates.

No. 5

Requires Major Curry, the superintendent of the emigrations, to furnish the Commissioners with copies of the valuations rolls of this appearing agents, signed by themselves.

No. 6

Requires the Commissioners to inquire a schedule of the claims of the Cherokees for stipendiums, upon the representations of the persons named as agents for the tribe in the 12th article of the Treaty, and of other claims are presented by individual Cherokees, are to be submitted to the

Examinations of the same persons.

Requires them to collect such testimony whether oral or written, as can be procured, and determine the correctness of these claims, and when the natives understand the nature of an oath they are to be sworn.

No. 7

Requires the time and place, and the name of the persons by whom alleged depredations were committed, to be stated by the Indians.

No. 8

Requires public notice of time and place for examining these claims, and proceedings to be held in open Councils.

No. 9

Requires that a register of all the claims presented shall be kept, with a summary of all the facts relating to each, the grounds of decision, and the amount awarded, and the register sent to the Indian office.

No. 10

Requires notice, ^{to be given} of time and place at which evidence of debts of Choctaws to be received, and as the Government only wishes bona fide debts paid, directs a careful scrutiny of all accounts exhibited, and whenever fraudulent intent is manifest they are to be rejected.

No. 11

Suggests that when a demand has been legitimated upon a dew bill or note attested by a witness, whose testimony is not invalidated, and acknowledged by the maker to be just, no inquiry be made into the consideration.

No. 12

Directs that no debts accruing since the conclusion of the treaty shall be admitted.

No. 13

~~These~~ admitted to be registered, and when payments are made, the holders to sign a receipt upon the register, the nature of the debt to be stated and the register sent to the Indian office.

No. 27

Inform them that their compensation has been fixed at \$8 per diem from the commencement to the termination of the services.

No. 28

Authorize the employment of one or more interpreters, at a compensation not exceeding \$24 per day, also the incurring any incidental expenses necessary to procure testimony, or to facilitate the execution of their duties.

No. 14

Directs the debts of each Indian to be paid from the proceeds of the valuation of his improvements, & out of any claim he may individually have against the nation and if they exceed the total of these, a pro rata payment to be made to the several Creditors.

No. 15

Directs that no debts of emigrating Indians are to be paid, until the value of the improvements, with the amount of debts, is ascertained, and the Indians are ready to depart for the west.

No. 16

Directs that the debts of those who remain may be paid as soon as the commissioners have satisfied themselves of the amount justly due to them & their Creditors.

No. 17

Requires that the Indians & their Creditors shall distinctly understand this arrangement in regard to the emigrants.

No. 18

Suggests that if inconvenience result from this course, each creditor may be given a certificate of the amount that will be paid to him, in which he must be distinctly informed that it is subject to a pro rata reduction in case the debts of the Indian exceed the amount he will receive under the Treaty.

No. 19

Informs them that \$300,000 is appropriated to pay claims for spoliation, if they fall short of this sum, the balance to be applied to the removal of the Cherokees.

No. 20

Informs them that the 15th article of the Treaty recognizes only national debts, and directs them

to give proper notice for the preservation of
claims of the character indicated in the
Treaty, with the evidence upon which they rest.
Inform them that the claims will then be
submitted to the persons named in the 12th
article, & if admitted by them, no further
inquiry will be necessary, but if not, their
statements are to be received and compared
with the evidence adduced by the claimants,
and decided upon after a full consideration
of the facts.

No. 21

Inform them that the 16th article provides
that persons dispossessed of improvements & houses
prior to any grant under the law of Georgia,
of Dec. 1835, shall be again put in possession.

No. 22

Instruct them that the committee named
in the 12th article will be called upon
to point out such persons, and ascertain to
what extent and in what manner this pro-
vision can be fulfilled, and authorize them
if necessary to call upon the district attorney
for his aid.

No. 23

Inform them that if possession cannot be
again given, the U.S. are bound to make
compensation for losses and damages.

No. 24

Instruct them to adopt measures to ascer-
tain the extent of these losses and make a
superior report of their proceedings.

No. 25

Warn them in case the construction here
placed upon the Treaty may not accord with
the understanding of the Cherokees that the
fact be communicated to the department.

No. 26

1785.

Notes of the Treaty of Hopewell, 28th Nov. 1785,
with the nation and headmen of all the Cherokees.

Art. 3^d

The Cherokees acknowledge themselves to be
under the protection of the United States of
America and of no other sovereign whatsoever.

Art. 5th

Forbids the ^{by citizens of the U.S. or any other person} settlement of any of the lands ^{westward or southward} of the boundaries allotted
to the Indians for their hunting ground.

Provides that any that have thus already
settled shall remove within six months of
the ratification of the Treaty.

Defends likewise perfectly the protection
of the U. S. and leaves the Indians to pursue
such persons or not as they may please.

People settled between the fork of the
Pottaw and Holstein rivers, excepted from
this, till their case can be referred to the
Congress of the U. S. Congress.

Art. 6th

Stipulates that Indians, or persons, resi-
ding among them, guilty of robbery, of mur-
der or some other capital crime, against a
citizen of the United States, or person under the
protection of said U. States, shall be given
up to be punished according to the ordinances
of the United States.

Treaty of July 8th 1817.

(1)

Treaty of July 8th 1817, Com- In the summer of the year 1808 a ^{to}deputation from the Upper & Lower Cherokee towns, ^{respectively} duly authorized by their nation, repaired to Washington City.

John A. B. Agency,

Andrew Jackson,

Joseph M^cMinn

David M^cMinister

Com^{rs} Pleasantry

The former declared to the President of the U. S. their anxious desire to engage in the pursuit of agriculture as of civilized life, in the country, which they then occupied.

But the impossibility of inducing the nation at large to change in their views, led them to request the establishment of a domain where the Upper and Lower villages, so as to include all the waters of the Stikopia to the Upper Town and, by concentrating their ~~limited~~ society within narrow limits, to afford a better chance for the establishment of a regular government.

The delegation from the lower towns declared their desire to continue the hunter life, but complaining of the scarcity of game where they then lived, asked to remove across the Mississippi River, to recent land of the United States.

On the 9th of January 1809 the President of the United States, in answer to their petition, informed them that the Government would ~~consent~~ ^{consent} the wishes of both sections of the tribe. That the patronage, the aid and the good neighborliness of the U. S. would be secured to those who remained.

Those who wished to remove, were permitted to send an exploring party to reconnoitre the country on the western side of the Arkansas and White Rivers, beyond the

White Settlement of the United States.

The idea of the President seems to have been
that the Indians were to be sold to an equal share
of a just portion, according to the country, which
they have to leave.

The new and American agents were sent
a expedition to settle ~~the United States~~
on the Arkansas & White Rivers, on the west side
of the Mississippi, upon lands of the United States, to
which no other tribe of Indians has any just claim.

In consequence of this selection to settle near,
they sent on their agents with full power to
execute a treaty, relinquishing to the United States 2^d branch
"all the right, title & interest, to all lands of the pre-
sents to them belonging, as part of the Cherokee and Creek
treaty, which they have left and which they are of Aug 8th 1817.
[have] about to leave, proportioned to their num-
bers, including, all those now on the Arkansas,
those, who are about to remove thither, and to
a portion of which they have an equal right espe-
cially to their numbers."

To promote a continuation of friendship with
their brothers on the Arkansas river, ^{the parties} agreed to mention
make an equal distribution of the annuities, &c. of the Treaty
cured, to be paid to the whole Cherokee nation, of Aug 8th 1817.
whether sliding east, or removing west.

The 1st Article, ^{of the Treaty signed at St. Louis, had no reference to the} before ^{the Cherokee nation} people placed limits, Art 1st
"the proportion of land in the Cherokee nation east

4)

particular part, especially to their numbers,
to which those who have removed, as who
declare their intention to remove, have a
just right, including those with the land ce-
ded in the first and second articles of this treaty.

Art 5.

Be it the United States, in exchange for ^{the} land
ceded in the 1st & 2^d articles, to give to that
part of the Cherokee Nation on the Arkansas,
as much land as said river as White
River as they ^{receive}, or may, hereafter, receive
from the Cherokee Nation east of the Missis-
sippi, acre for acre as the just proportion
due that part of the Nation, on the Arkansas,
especially to their number. [Follows the geographical
delimitations on the Arkansas & White rivers].
And further in addition, that the treaties heretofore
[existing?] between the Cherokee Nation and the
United States are to continue in full force "with
both parts" of the nation, as both parts thereof
entitled to all the immunities & privilege,
which the old nation enjoyed under the afo-
resaid treaties. [This includes Crawford's idea that the Cherokee
right ^{become} a distinct and separate community.]

And it is further one rifle gun and ammunition, Art 6.
one blanket and one brass kettle, or a beaver
trap instead of brass kettle, as a full compensation
for the "upstarts" which any of the poor
Cherokees, removing to across the Mississippi, may
leave behind.

But to such emigrants, whose upstarts
add real value to their land, the United States

Wenepashsee
One who knows.

1843. Second Commission in
Session

See: Doc. 28th.

Congress, 15th Session

Doc. No. 2.

p. 274.

The commission, authorized by the 17th
Article of the Cherokee Treaty of Nov. 1835,
was reorganized under an act of Congress of
the 26th day of August 1842, was in Session
in 1843. See

The feuds, which divide the Cherokee people
into two factions may be assumed as the main
causes of their discontents. Among these may be
classed "the different readings, by rival interests
of stipulations contained in the treaties."

The feuds, which divide the Cherokees
may be assumed as the main causes of
discontents. Among these may be classed
the different readings, by rival interests, of
stipulations contained in the treaties."

monal, but after such removal, namely in the years 1837
or 1839, could not have been legally made, under the 15th article
of the treaty of 1835-6. Or if made, as they were, ought not to
have been paid, as that article makes the previous valuation
of Cherokee improvements, the condition of their payment
by the Government.

April
5th
1834

1834 B. F. Curry, U.S. Cherokee Agent reports that N. B. Hyatt, having been in constant communication with an Indian woman of the name of Annie, was considered at the head of a Cherokee family. Popular with the Cherokees, hence Agent heard ^{legitimate} reports in his power to induce him to travel as a migrant, believing it would be followed by happy results in this Indian nation, many of whom would be likely to follow him.

1834 B. F. Curry officially reports that, ^{with the} a rule ^{established} by the appraisers, through his agency, that the abandoned ^{with the} property should be appraised to the wife and children, when the Convention has been of that duration or the character of the white man at all doubtful.

Aug: 14th - 1854
11th General Office

Stamford, Vt. is
a fine place, & all
General Office, being
one of the best in the
State. It is a
very 4th 1854.

N^o 12. 28th Congress, 1st Session, Doc 191, P. S. 1846,
Containing Copies of Documents &c. &c. &c.
Communications of the Secretary of War
to the House of Representatives.

N^o 13. 28th Congress, 2^d Session, Doc 140, Senate Docu-
ment, Communication of W. McKim, Secy
of War, transmitting Report of United
States Commission of Enquiry to a Com-
mittee of the Senate on the subject of
Cherokee Indians.

N^o 14. 29th Congress, 1st Session, Doc 185, House
of Representatives, Message of Secy of War,
John C. Calhoun, to the House, relative
to Cherokee Indians, &c. &c. &c.
in which the House of Representatives
is referred to Congress, p. 233.

N^o 15. 29th Congress, 2^d Session, Doc 113, Senate
Document, Communication of W. McKim, Secy
of War, transmitting a report of the
Commission of Enquiry to a Committee of the
Senate on the subject of Cherokee Indians,
instructions to Commissioners under
17th Article of the Treaty of 1838 &c.

N^o 16. 30th Congress, 1st Session, N^o 63, House
Document, is an abstract of claims against
the Government, communicated to the House
in 1846, &c. &c. &c.

N. 6 27th Congress, 3^d Session, p. 288, H. of Reps. contains a report of Mr. Cooper of Pa., Chairman of the Committee on Indian Affairs, on resolutions of the House, adopted 9th July, 1842.

N. 7 28th Congress, 1st Session, Doc. No. 1, Executive Documents, is a report of St. Vrain, Commissioner of Indian Affairs, in which the provisions of the Cherokee under the contradictory provisions of the Treaty, are cited to. Page 2 of the document refers more particularly to these provisions.

N. 8 28th Congress, 1st Session, Doc. No. 256, H. of Reps. is a letter from the Commissioner of Indian Affairs to the United States Department, dated the 10th of June, 1843, in which Mr. St. Vrain asks for "valuing agents" among the Cherokee, "without any fixed pay."

28th Congress, 1st Session, Doc. No. 225, H. of Reps. Mr. Sage of the President J. Tyler, returning, assigns the resolutions directing payment of the certificates in awards issued by the Commissioners under the Treaty with the Cherokee. (Dec. 18th 1843)

N. 10 28th Congress, 1st Session, Doc. No. 235, H. of Reps. is a memorial of Mr. Rogers and other chiefs and head men, a committee in behalf of the Cherokee, asking for the removal of the Nation.

N. 11 28th Congress, 1st Session, Doc. No. 234, H. of Reps. memorial in the "New York", asking that accounts of expenditures be examined into.

uments, entered in the chronological order, are all that could be procured, in the office of Indian affairs, touching, directly or indirectly, on the subject of the resolution in hand.

The other sources of information, having aside that no circular has been sent to supply data to agents, must be looked for in the manuscript records of the office. There are catalogued over six hundred volumes of correspondence, connected with the four commissions to which the settlement of Cherokee Affairs was referred, and from time to time copies of these, four folio volumes alone, contain 1465 pages of memoranda.

Upon inspection and perusal of these records and in consultation with Mr. Max and Mr. Elliot, to whom it has been assigned the charge of Cherokee Affairs, they are settled upon three clerks as a minimum working force, competent to answer the resolution. I am informed,

Mr. Elliot, that the mere examination and lifting of the records, upon which the several Boards have to proceed, absorb the daily office labor. His own staff would be very small, and to trust that this bare fact, you will infer, if you are to have matters before you, in order to permit a decision which the resolution requires, as to the faithful execution of the Board, cannot seem well to be to require any great length of time its performance will demand.

This preliminary report I submit with sincere respect

Very respectfully,
Alex. S. Smith.

12th Nov 1852
Washington D.C.

For the Chief
of the General
No. 1

Sir,

In compliance with your instructions (a & on your inquiry, I find that the Senate Resolution of the 4th instant requiring certain duties of the General, was presented without any explanation, by Senator Houston of Texas, on the 1st of that date.

In view of the fact that a conference with the
Chief of the Indian Bureau, with the view of
ascertaining what was the intention of the instructions,
referred to in the Resolution, had been communicated
to the General, and by it was found that I have
been to the State Department, and are under instructions
to print, as will appear from the schedule of Con-
gress documents, touching this question. I append
a list of those printed documents, derived from the
Library of the Indian Bureau. The collection is,
however, incomplete and, as, I have reason to think
there are other printed documents, my researches
will be continued in the documentary libraries of
the Senate and House of Representatives. I
found, in the 25th Congress 2d Session, the 1852, Senate
containing instructions to the General, under the
Treaty with the Cherokees. [This document is not in
the Indian Bureau; but I find allusion made to
it in another printed document.]

2d Congress 2d Session 1852, documents, volume

Printed opinions of Attorney General. Pages 1161 et
sq^s touch upon the matter of the Revolution.

N^o 3. 27th Congress, 3^d Session, Report No. 271, House of Reps.
Report of Mr. Cooper of Pa. on frauds upon Indians
and the right of the President to withhold pay. 18 pp.
Accompanying this report of Mr. Cooper is a
message of President Adams to his next suc-
cessor concerning the same. Nothing germane
to the matter of the Revolution is to be found
in the document. It is a report of L. C. Hild-
cock, respecting the same.

N^o 4. 27th Congress, 3^d Session, Report No. 43, House of Reps, a
memorial of G. F. H. Rogers, Clerk
claimant, under the act of 1835-36. This
document is accompanied by a printed
memorial, dated 1835, which gives
a history of some of the history of the Revolution,
which is some of its history. It is in the
history of the memorial claimant
as to an opinion of Attorney General
of the 1st of August 1833, which says
that the government cannot give
aid in the action of the Board of Commissioners.

N^o 5. 27th Congress, 3^d Session, Report No. 110, House of Reps.
A message of the President of the United States
transmitting a report of J. M. Spencer, Secretary
of War, accompanying a report of H. C. Rogers,
instructing "a copy of instructions, dated 28th
September 1833, in relation to the same,
under the Cherokee Treaty, 1833."

H. of Rep. 29th
Congress 1st Session
Doc. No. 185.

Notes from a message of J. K. Polk, Pres^t, relative
to the Cherokee difficulties, & transmitting a report
of the Commr. of Indian Affairs, with accompanying
documents.

April 13th 1846.

First Emigration.

page. 3^d

A portion of the Cherokees emigrated west
of the Mississippi, prior to the year 1819, and
these are known under the name of "old
settlers" or "Western Cherokees".

"Treaty Party"

page 2^d

Another portion of them is known by the name
of the "Treaty party" from having entered into
the Treaty of 1835. They constituted, as far as can
be estimated, one third of the Cherokee
tribe.

Cherokees in North Carolina

page 2^d

At this period, 1846, there still was a small
number of the Cherokee tribe, who, accor-
ding to the stipulations of the Treaty of 1835,
should have emigrated with their brethren
to the West of the Mississippi, yet remained
in the State of North Carolina.

Ho: of Reps.
29th Congress, 1st
Session, Dec: 185.

Notes, from a report of the Commr. of Indian
affairs, relative to the Cherokee difficulties,
with accompanying documents.

Division of the
Cherokee Indians
into ~~two~~ distinct
parties. p. 3.

The Cherokee Indians appear to have been
divided into ~~two~~ factions. The former made
up of a portion of the Cherokees, who, prior to
the year 1819, emigrated west of the Mississippi,
and were then styled, as "Western Cherokees"
or "Old Settlers". They have always contended
that they are a separate and independent
community, from those who retained their
grounds east of the Mississippi, until their gra-
dual removal, under the treaty of 1835.
They claimed moreover that as such a com-
munity, they rightfully are the exclusive
owners of the country, west of the Mississippi,
~~now occupied~~, with the exception of 800,000 acres
added to it by the treaty of 1835, now occupied
by the whole tribe in common.

They, ~~therefore~~, have, from time to time,
claimed compensation for so much of that
country, ~~as~~ ^{out of} the excepted acres, as has been
assigned to the emigrants under the treaty
of 1835.

They have also periodically represented the
government of ^{those who hold the rights of} ~~Indian Reps~~, which is the govern-
ment of the majority, as oppressive and
unjust.

They applied, therefore, to be separated from
that party and to enjoy a government
of their own.

These claims of the Western Cherokees had,
thitherto [1846] been rejected, but
says the Com^r of Indian affairs "on grounds
of government policy rather than of legal
right"

The Resolution of the Senate of 4th of August 1854 requires the Attorney General of the United States

1stly

To examine the records and proceedings of the different Boards of Commissioners to adjudicate claims, under the Cherokee treaty, made in 1835 and the supplemental articles added in 1836.

2ndly

From such examination to report to the Senate, at its next session, the manner in which those treaties have been carried out and complied with on the part of the two contracting parties:

3rdly

Whether the independence and free action and deliberations of the different Boards of Commissioners, under the 1st article of the Treaty of 1835 were impeded upon by instructions, issued from the Bureau of Indian Affairs:

4thly

Whether, in the opinion of the Attorney General, those instructions, issued to the Boards were, or were not, conformable to the Treaties:

5thly

Whether the session of the Board was interrupted, or broken up, at any time, by instructions or orders, issued from the office of the Commissioner of Indian Affairs:

6thly

Whether any claims were allowed and paid by the Commissioner of Indian Affairs without the adjudication of the Board of Commissioners:

7thly

Whether the last Board of

844

9th

10th

12th 5

12 ¹¹

1345

Also [to report?] all Treaties
affecting the rights of the ~~Indians~~ ^{Indians}, who inhabited
and were located in the Country west of the

LIST OF CASES Decided By The Committee

The Following is a list of Claims undecided upon by the Committee viz 1 for Garfish amount \$519 1 for Robert Boggs amt \$181.00 1 for FIVE KILLER amt \$75 1 for Kelly Duthsoner amt \$320 one for Dicke amt \$255 one for Peggy Munk amt \$175 one for Mary Spencer amt \$220 one for Nancy amt \$334 one for Catharine Spencer amt \$380 one for Smoke (amt \$111.50) one for Archibald amt \$75 one for Bottom Truck amt \$120 one for Muttahk amt \$180 one for Sarah Spencer (amt \$175) one for Peggy Munk amt \$281 one for Chuyamunah Boggs (amt \$575.10) one for Gundaqu amt \$137. one for Patch Corn (amt \$8.50) one for Gool Seco amt \$1004.50 cents one for D. A. Spence amt \$380 one for Capt Baldridge (amt \$181) one for Catharine Dryforehea (amt \$867) one for Lucinda amt \$70 one for Jugua amt \$255 one for Go hootie amt \$625 one for Chuyamunah (amt \$321.50 cents) one for Cowse lowe (amt \$100) one for John Hettibrand amt \$60 one for Sawma amt \$135 one for Gritys amt \$290 one for John (amt \$219) one for Charles (amt \$60) one for Ahgullegah (amt \$57) one for Polly Watts (amt \$265) one for Hunter Langly (amt \$120) one for Hunter Langly (amt \$90) one for Jack Daugherty Amount \$385 one for Poluch (amt \$150) one for Archibald Campbell (amt \$40)

one for Archibald Campbell amt \$220 one for
Dolly Watts amt \$123-20 one for Charles Downing
Amt \$80 one for the Heirs of Nancy Sally Lee
amt \$240 one for Fiddage Nose. McSimore amt \$330
one for Archey amt 298 one for Che laughton
amt \$220 one for Charles Hammond amt \$455
one for Black Johnston amt \$100 one for
Aka amt \$120 one for Nick Waters amt \$60
one Kelly McSimore amt \$643
one for Che Killee Lee amt \$90 one for
Wa hatcha amt \$91 one for Ned Melica
amt \$157 one for Geo Taylor amt \$160
one for Go. ~~Adair~~ amt \$130 one for Aleck
Tutt amt \$1275-50 cents one for Isaac Lopez
amt \$150 one for So ye nurse Canoe
amt \$107 one for John M West amt \$600
one for Melica amt \$370 one for Robert
McSimore amt \$90 one for Chickasaw
amt \$125 one for Melica amt \$131
one for Wah nau kah amt \$55

I certify that the above number of claims
were filed before the Cherokee Committee
previous to the 23 of May 1838 which claims
have not been adjudicated as yet for the
want of time to adjudicate the same

L. Roger Lee to the Committee

Misses Cornelia & Co 1837

The undersigned members of the Committee under the late Cherokee Treaty, open held at New Echota, beg leave respectfully to state to Wilson Lumpkin and John Kennedy, the Commissioners under said treaty that heretofore they joined in a recommendation of William Chamberlain, a Missionary, for the appointment of conducting Agent to the migrating Cherokees. When this recommendation was made, they had not very maturely considered the subject, and had not directly adverted to the provisions of the late Treaty making provision for Missionaries, of whom Mr Chamberlain is one. They wish now to recall their recommendation, because they do not wish to divert Mr Chamberlain from his Holy functions, by engaging his time in secular concerns. They are mindful of that part of the Lord's prayer that says, "Lead us not into temptation" and therefore wish Mr Chamberlain may be removed from a station where his interest and duty may conflict. In short they wish an Agent appointed that can have no motive for his conduct but a sense of duty, and the comfort and good of the Cherokees that may be put under his charge. This application is not made from any personal dislike to Mr Chamberlain, far from it, but from a disavowal of the propriety of his having any thing to do with migration.

We are, gentlemen, with high regard,
Yours Most Obedt Servts.

Jan'y 19, 1837

John Hunter
Jos. A. Townsend
B. Martin
S. W. Bell

Objections of
John Gunter &
others to Mr.
Chamberlain, being
conducting agent

The United States
To Stephen Mayes Dr.

To Service as an appraising Agent
under the appointment & instruction
of the Commissioners of the U. States
to ascertain the value of two tracts
on the Chatahoochee River in the
State of Georgia. Commencing on the
24th day of May & ending on the 1st day of
June 1837. at 3.4 per day making 8 days \$32.00

I certify and honor that the above
service is correct, & that the Service
was rendered by me as Service charged
At New Echota Ga.

Copy of
requisitions spent
in favor of
Stephen May &
James R. Lowe
June 10th 1837.
amt of each \$32.00

Commissioners Office
New Echota July 13th 1837

To The President & members composing
the Cherokee Committee under the Treaty of
1835.

Gentlemen

Being about to take a
vacation of a few weeks, from the arduous
duties of an office, & being apprized as
we are, that you have disposed of most
of the business which was expected to
engross your attention during your present
absence. We deem it expedient to inform
you, that we ~~do~~ wish to see you
again in person at this place, on the
first Monday in September next, when
we expect to have several subjects of
interest to your Nation, to submit for
your consideration & official action.

We are very Respectfully
Yours

Wilson Lumpkin
Cherokee Agent

To
The President and
Members composing
the Committee under
the Treaty with the
Cherokee of Dec 29th
1835.

July 13 1837.

at New Echota 15th Nov. 1837

Wisham & Ben Esq -
 President of the
 Gentlemen composing the Cherokee
 Commission

Gentlemen

We expected from your note, that
 the Committee would have convened this day
 which would have enabled us to have informed
 you that in obedience to the directions of the
 Government we have conceived it our duty
 to remove the office of the Commissioner, by
 the agency Tumpsee for a season under
 the apprehension & belief that most of the
 business that can be accomplished, has been
 done in the State of Georgia, and we apprehend
 & do know, that the claims of that part of
 the Cherokee nation within the limits of North
 Carolina, & a part of Tumpsee will not be
 accomplished here if we judge of the future
 by the past experience we have had.

We therefore recommend
 and advise the Committee to convene at
 the agency on the 25th inst or as soon there
 after as possible, to further the execution of the
 treaty so far the duties which devolve on them
 fully, & as we are Gentlemen

With respect

Yours at service

Edw. C. Linn
 M. W. Wilson
 Commissioners

Letter to the
Charter Committee
November 1847

Committee Chamber
September 28th 1834.

20

Hon^{ble} Nelson Lumpkin &
John Kennedy Esq
Commissioners of
Tennessee

Your communication of the morning, date suggesting the propriety of an adjournment of the Cherokee Committee, has been received & duly considered, and in reply the Committee have to state that it has always been their wish to act in concert with the Commissioners in carrying into effect the provisions of the Treaty. And in all cases which have come before them, the Committee have endeavored to discharge their duties with fidelity to their duties, & at the same time have ~~been~~ endeavored to promote the best interest of the country. They have also at all times, ever been disposed to respect the opinions of the Commissioners, and should feel themselves highly gratified to comply with the request of the Commissioners on the present occasion. But they can not conceive how their continuing in session longer at this time, can be "productive of mischief."

It is known to the Commissioners that the powers which have been given to the Committee by the treaty, are very limited, and we may add, that we have not a dollar

at our command. But we do think the power which has been given us by the treaty of adjudicating the claims of our people, gives us the right to determine when we shall convene, & when adjourn. If we are incorrect in this opinion, it is nothing but justice that the commissioners should tell us so. The principal reason why the committee have continued in session thus long at their present term, ~~has~~ ^{has} been they believe that the interest of their people demanded it. For it must be obvious to the Commissioners, that many of the chertkas are making preparations to remove the present season. Most of whom have had claims to adjudicate, & still have. And here the committee would most respectfully ask, who are to adjudicate these claims, if it is not done by the Committee. We are, however, aware that the final decision is with the Commissioners, & we are willing that they should confirm or reverse our decisions at pleasure. We are not averse to an adjournment, & have contemplated doing so, when ever it became obvious that immigration had closed for the present season. But as long as there was a prospect of it continuing, we had thought it our duty to encourage it. There are yet persons who continue to come in more or less every day, & we had thought it our duty to continue in session at least for a few days to come. Apart from this, the committee is not full, and we are daily expecting William Plous & James Stein who we wish

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to confer with on ^{entire} matters & things touching the
interest of the people before its adjournment.

I have the honor to be
Gentlemen

Your friend
& obt. servant
Johnson Rogers Secy
of the Committee
Samuel W. Bell
John Adams
on behalf of the Committee



Hon. Wilson Lumpkin &
John Runnaway Esq
U.S. Commissioners
New Orleans

The Committee
To the
Commissioners.
4th 28th 1837

New Echota Land Office
Sept 7 Sept. 1837

To the President & members of the Cherokee Committee
We yesterday received from you various
speculation claims, upon which you have acted

~~We returned those~~
~~upon which you have acted, we returned those upon~~
which we find, the word admitted, written, with a
request that the President of your committee will
add, his official signature after the word admitted
~~on the back of each claim,~~

This suggestion is made
to guard against any imposition, which might
possibly be attempted by the word admitted
being improperly written on a claim, we find
the word admitted written in different hands,
writing on different claims,

Wilson Lumpkin
- John K. Kearsy
Per my direction

The President of Members of
Charter Committee
Respect

Flint District, Cal.
16th January 1862

Col. John Kennedy

at the Commission of the U.S.

Sir, I am regretting the loss
of our late emigrants, friends, &
call your attention to the omission
of their names on the list who have
done for valuations & special cases,
submitted by you to the District
out in this country. I am sure you
know not their names, but I am
sure who emigrated early
and spring about 1848.

I mention this and I hope
the help of your name will be
to be drawn by John & Peter
Bower & Attorney. I have been
willingly, & I have been
for valuations - and I have been
the names of the valuations
to a large amount of
valuations now in the hands of
I drew of his name from
a paper of his name from
his name from the list of
his valuations. I have been
amount to a large amount, and he
stands in great need of them the only
I presume then names and other not
mentioned by the Commission
and my power from memory

garden spot of the history.

The Cherokees have settled here altogether
in consequence of their being in
trouble in this quarter by the agents
"Hunters" who are ignorant of the
country are therefore subject to the
speculations of the old settlers - plans
have been purchased here for \$500 -
\$1000 to \$2000 - It therefore becomes

the duty of the Government to define
the emigrants higher up on the line -
at Honey creek near the Senecas is
the best & all the region about there
is good enough for the whole Nation.

The Government will meet the emigrants
wherever they are - Coal is the best
of the section is worth \$1.00 per
ton which at Honey creek
has not been sold for a large
supply for \$1.50 cts.

I suggest that this suggestion
be submitted by you to the War
Department. There is a fine creek
near the line and one of the best
places which will be convenient
to the settlers.

I have also heard of the Senecas on
the steam boat at Honey creek.

A delegation of Cherokees will leave here
for Washington to go and present rights
in a few days, as I am told. The Deputa-
tion will consist of the old settlers - Royal
friends here would be present all over
this land. I am your friend.

John Ridge

28

and the
commissions to execute
the Cherokee treaty -

Calhoun

Tennessee

Gov. Leavenworth &
Col. Kearney

My friends, there are upwards,
of three hundred Cherokees who find them-
selves under your protection & their re-
sources are now out. They have papers, un-
der their hands wandering about & will be
in a starving condition - Genl. Wool has
refused to issue the rations as I under-
stand you had referred the Indians to him.
While this difference of opinion or what-
ever the difficulty may be remaining,
my people are in a state of suffering.
I wish they could procure rations until
the Superintendent of Emigration took
charge of them.

I am your friend
John Ridge

New Echota
21st - Jan'y 1837.

To the Commissioners.
Gov. Leinhardt &
Col. Kennedy
Parents

John Rogers
Commissioner
the subject of
the disburse of
the poor - dated
May 21. 1837.

New Echota -

Gov. Wilson Lumpkin Cherokee Nation
 & Col. Jas. Menard U.S. Commissioner
 30th Jan'y 1837.

My friends,

In the tedious routine of our
 labors in executing this treaty, there has
 been no act performed by the Committee
 which has afforded me so ^{much} pleasure, & which
 I believe will add much to the interest
 of my country as well as to the honor as
 that of selecting the Teachers who are
 to accompany the Cherokees to their
 new country West of the Mississippi.
 This duty has been performed against some
 opposition, but I consider that it is a
 question with, that our people possess
 knowledge to overcome, with to
 vice, civilization to Barbarism.
 The treaty stipulates that the Committee
 shall select from the Teachers at present
 among them that is among the Cherokees
 at the time the treaty was effected.
 They consist of the Rev. William Chambers
 & his family. Rev. Daniel S. Brantley &
 his family - The Rev. Mr. Potter & his family
 Miss Sophia Sawyer & Miss America Nash.
 There are all Protestants. The Rev. Henry
 C. Candler & his family including Miss Ruedel.
 There are also Catholics. And the Rev. Mr.
 R.B.

a Methodist preacher.

So this part of our duties are performed. The Rev. Mr. Leavenworth has a number of children, some of whom are at the north at school. The Rev. Mr. Potter, Rev. Mr. B. & others are married men, but have no children. Rev. Mr. Bland has a small family & the Rev. Mr. May is a single gentleman. The slave question will be trying, but the utility of the introduction of teachers at once to take charge of our youth as they reach their country will be great. We have as a nation great things to expect. We go into exile out of our ruins, then to raise an character as a cultivated nation. Of our future fate sad predictions have been made by those who look on the dark side of the question. You, my friends, look on the bright side, & in ^{the} vista of the future behold the United States assuming the standing & character as one of the leading states of this Republic. May God speed the event. I am your friend

John Ridge Presb. Minister

P.S. Pres. Mr. Potter has a wife lady by the name of Miss Nancy Thompson.

Gen. Wilson Lumpkin &
Col. John Kennedy A. S. Camp

New Echota.

John Ridge
Communication on
the subject of taking
possession
Jan^y 5th 1837

New Echota

6th Feby. 1837.

Gov. Milton Lamphun

Col. Geo. Kenney U. S. Commissioners.

I have received your letter on the subject of the mismanagement of the affairs of Cherokees who have been recommended to you by the Commissioner as persons of distinction & to whom admissions have been made. To what extent this mismanagement has been made, I am not able to say, but the fact does exist, & I am glad that it has occupied your consideration. I have been seriously thinking of it myself & purposed to address you a letter on this subject. Not wishing to turn an apologist for myself, I will say that it is a very difficult matter to draw the line of distinction. If I have misdeeds, I have sinned under good motives, that of inducing the Cherokees to remove with money in their hands to prove to them & the balance, that a treaty was made, & that there was no death on the subject. If this indulgence is permitted to the injury of the Indians I am ready to be sacrificed in the exactness of my recommendations.

In regard to those who have reported themselves ready for emigration & have agreed to go, I will state in their behalf, that Justice has not been done to them. They placed themselves under the protection of the Commissioners, who said they will & took good care of them, until they turned them over to General Smith the Superintendent of Chero. Removal. He obtained negroes for some & took them off, & other families in whom some were sick & unable to travel were left here to starve without relations, until yesterday.

When I advanced \$120. of my own money to
Mr. Schanigan to buy flour to feed
them.

I do not say ~~that~~ this to do injustice -
to Genl. Smith as he was totally unprepared
to receive these Indians, but I say it in
behalf of my countrymen who are held
to blame.

There is one other view which Mr. Smith has taken as regard to Amer. Emigration that is not to move any who have a mind ~~then~~ any of their nation to the depots on the Pacific river. I consider the U.S. bound to carry from their hands to Arkansas all such as wish the U.S. to remove them - It is ^{their} right by the treaty to leave economy in this business, but it must not be exercised to the objection ^{& the} egress of the Indians to their new homes. A perfect system at this point, & one to be relied on by the Indians will greatly facilitate Emigration. Do see along a man who lives a dream, & one who has a large family, to draw apart of his nation? He says he wants to go now & where are the officers to take him & his family? You must go to the agency, or Blackfoot say before you can be removed. This is no answer but a hard one to a man who has not the money to pay his way to those places! This was not the way business was conducted under the emigrating commission. When we have a more powerful sanction of a treaty, this business should be as perfect as possible.

I am told that the Emigrants who were taken off by Guil Smith acted very badly. That is some of them got drunk, sold their shoes & blankets for whiskey & one of them was tomahawked by a

White men on the road.

Now all this could be avoided, if an armed troops would go with the Indians to regulate & protect them on the way. They must be regulated & be compelled to obey orders when they place themselves under the direction of the Government.

I believe that we all differed in opinion with our friend Col. Kennedy on the subject of the commutation for one years subsistence in the flesh. He said it ought only to be made there. Perhaps he ought to agree with him if for nothing else than to save the money for the Indians.

The Treaty says all those who wish to be come citizens of the U.S. & shall be considered qualified to be come so, "shall be entitled to receive their due portion of all the personal benefits accruing under this treaty, for their claims, improvements, and per capita as soon as an appropriation shall be made for this treaty." The personal rights to which such persons are entitled are enumerated & to that enumeration they are entitled no more. The way the treaty has been explained by giving such persons their transportation & subsistence is ~~the~~ it acts rather as a premium to the breakers to remain. I protest against this construction. For ~~their~~ transportation & subsistence will amount to upwards of five thousand dollars. Was it the intention of giving money for transportation & subsistence to men who are not in a moving condition? No, certainly to my mind that it was not.

I am your friend
John Ridge

Gov. Oliver S. Sumner &

Col. John H. Kennedy & Co.

Commissioners

John H. Kennedy & Co.
Attys. to
the Commission
in reply to
an the subject of
the management of
the office of
July 6th 1892
100 North 11th St.

New Orleans 18 Feb.
 1837.
 Geo. Nelson Sampson -
 Col. Geo. Ransom, U.S. Army

As I shall not see you again before
 you make up & transmit to McKen-
 zie, the certificates of the reductions for
 the Emigrants to be paid in the West
 I beg leave to call your attention to
 the case of Stan & Annis - She has now
 parted with her sons & their wives &
 children to the Cherokee agency in or-
 der to start with the first detach-
 ment - She has drawn nothing
 here & she will need her money as
 soon as she arrives.

But more particularly, I wish
 that her rights which are asserted
 by my cousin Justice Field may be
 satisfied - Field has had valued
 to him a part of Stan & Annis Orchard
 & little land - the three last items
 in Justice Field's valuation is here.
 See Lloyd's Co. val. Book - & the
 evidence sent in by Mrs. Annis
 to you.

I have promised Mrs. Annis
 that she may depend on the correction -

of Justice Field's imposition - the said lady
was the interpreter to the witnesses
and his attempt to come within this power
upon this old woman is outrageous
to every sentiment of humanity &
honor -

I am your friend
John R. Rice -

New Echota,
20th June 1837.

Gov. Wilson Lumpkin,

Dear friends,

I want to see you and
Mr. Kennedy this afternoon and not
having the pleasure of finding you
at home, I take this method to
present you my best respects.

The object of the visit was to con-
sult with you on the expediency
of the convening of the Committee
as soon as possible. I am rejoiced
to find that you have already
decided on the subject. I am
compelled to return now in haste
so as to be here on Monday
next.

I am most respectfully
your friend
John Ridge

John Ridge

To

Wilson Lumpkin

Settled of line

20th 1837.

Yours

Wilson Lumpkin

New Echota.

To
The Hon. Wilson Lumpkin & John Kennedy
Commissioners to execute the late treaty -

It has been stated to the undersigned
the Committee is ~~now~~ representing the Cherokee
people, that the late treaty has been so
constructed by your Honors as to admit claims
against Cherokees for property alleged to have
been stolen by them from Citizens of the
U. S. States.

Disclaiming any thing like a
wish to dictate to you upon your duty
and being influenced only by that watchful
care which they feel to be their duty to
exercise over the interest of their people, the
undersigned would respectfully represent that
the treaty provides for the payment of the just
debts and only the just debts of the Cherokee,
out of any money due them for valuation &c.
That just debts are explicit contract made by
party by mutual consent, by which value is
promised by the one and received by the other, the
evidence of which is not or given account
which are recognized at Law.

Claims for stolen property was as
the undersigned believe never before constituted
into debts against the offenders. If they be
claims they grow out of violation of Law
for which the offender is punishable and
certainly can not lie against him before
conviction. But the undersigned believe that in
no state of these U. S. States, does the officer
of Justice constitute a debt against him
that has stolen. Therefore they ^{feel} it to be their
duty to protest against the payment of such
claims, as being as they believe without
justification by the Law of the State and
as ^{transcending} ~~transcending~~ a plain provision

of the treaty. By order of the
New Echota Ga. Leburn with
5th Sept. 1837. John Ridge Pres.
Lovely Rogers Clerk. Comd.

Letter from
The Committee
to the
Commissioners
on the subject
of making Indians
pay for the
protection they
have stolen.

Samuel J. Kennedy
Commissioner

Hepes

Gov. Wilson Lumpkin New Echota Ga
 & Col. John Kearney. 22d Sept. 1837

The claims which the Cherokee have upon the U.S. arising subsequent to the ratification of the treaty are to be paid from New Appropriations by Congress. A sum here of them are in your hands, among which is my claim for the pay &c taken from me by Genl. Garret. As soon as you obtain license for your incessant labors connected with the Emigration of this people I claim that you will take up, & with others, which shall receive your favorable award & send on to the Government that we may be paid during the present session of Congress. This is our right, because it is a contract between the U.S. and the Cherokee Nation.

Tomorrow at about 9 o'clock I shall leave this place for my temporary residence in Hillsvalley, & in one week I shall according to our contract with the U.S. bid an everlasting farewell to the land of my birth. On this extraordinary occasion, which is finally consummating the transplantation of a people remarkable for their attachment to the soil no one can be an indifferent spectator.

In the history of the Nation, if there is a page as-
signed to my name, & that of our house, I —
know not what will be said. How misrep-
resentations have been made by our opponents
of our motives, & we have paid thro' the
medium of the awakened prejudices of the igno-
rant portion of our people. If we have merit
to be seen & admired we leave them to the
consideration of an enlightened world & to our
God.

In leaving you, & all my friends who have
been associated with me in the concerns of my
Station, I feel as tho. the deep fountains of
my affections are in agitation, and I cannot
be long without pronouncing the verdict
of my approbation upon your labors, &
the humanity which you have manifested
for my people. In leaving the union which
who will shortly conclude their final settle-
ments with you, previous to their Depart
we leave. I have the consolation to know
that I leave them in good friendly hands.
I live for my race & even if I had none,
I am a man and feel should feel a concern
in every thing that relates to mankind. When
high mountains & broad rivers intervene between
us, I trust that you will think of me as one
who will labor to the latest of his existence for
the good of his race. Ourselves my best wishes to

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to our

to Col Jackson & Mr. Loney.

I should have taken a personal leave of you
if my health had permitted.

I am gentlemen your friend

John Ridge.

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to

Gov. Wilson Lumpkin &
Col. Geo. Kennedy U.S.
Commissioners

New Echota

John R. Rigg
to the
Commissioners
of the
U.S. of
1837.

John C. Kennedy Steam Boat Little Rock
 Capt. H. H. this river above Memphis
 James Scidels Esq. Ten miles
 Governor, of the U.S. 18th March 1838.
 Gallatin

I am on my way to New York
 to purchase goods. I left my father and all
 our friends in the enjoyment of good health.
 I will not have time to call on to see you
 and to attend to some business I have yet
 before you. After I purchase the goods I will
 come to Washington City. I have requested
 Mr. Brew to call your attention to a
 claim I have filed before you for damages
 sustained by me for the compensation of my
 John G. Smith's taking away my ferry, called
 Pat's Killers ferry in the chartered limits
 of the U.S. I was partially retarded by great
 floods and the papers before you will show
 how I was dishonest under the treaty the
 Government bound to protect our
 property or if not done to pay us. The
 funds will come out of the U.S. with for
 this & other cases arising from the same
 principle. As the Cherokee affair, will be
 wound up soon, I wish your decision
 on this case as early as practicable.
 Before I left them I had a claim for a

region boy

band by the Committee and was before the
Commissioners - This one is of such an
equitable character I trust that you
will take that also into consideration.

There is also a stipulation for a region boy
in honor of a favor of John Fields, which
was band by the Committee, before the
Commissioners - it generally decided upon
Mr. Fields desires that it may be
sent to him soon.

I have written to you for the Emigrants who
came last fall with Mr. Jones, to
work on this claim had not been paid
and they have been to Fort Gibson
a distance of 75 miles for nothing.
I will hear again from Henry and to
this name.

James Fields, who came
a year ago - Wiley Butler Gahyogah
de heer of Red Bluff (Cheasent of do.
Tripp Miller Oklahoma at the same place, Henry
Wiley, West Jackson Mark Miller, Camp
and balance of this nation -
I feel very anxious that these claims be
settled. Also at Woodward for this
time.

The books are remarkably

place

with their new country, and surely it is the
best country I ever saw.

I ought to mention the request of Johnson
T. Shaw - He says his valuation exceeded
\$1700 in the charter but of the money
and that he came away without receiving
his valuation was
\$1200 him \$300. He had received
it to be - He wishes to be informed how
so much has been deducted. He is afraid
some one has had it & paid about
double against him.

I am respectfully your
friend John Page

To the Commissioners of the
L. S. to Ex. Comm. Trust
Columbia, Tampa -

Forwarded by Mr. }
Mrs. Dant }

Your hills, as I am pleased to
 Col. John Kennedy & Co. Company,

My friends,

My friend James Fields has
 undertaken spending two thousand dollars,
 and is a sober, good & intelligent man. He
 has made every arrangement to start for
 Arkansas and wishes to draw a part of
 his valuations. He is perfectly ^{safe} as regards to
 his creditors. He says that you declined to
 give him an order on the disbursing Agent,
 because Mr. Minis had or was about to
 stop payments until he brought more money.
 He wishes to obviate that difficulty. I have
 agreed to advance the money to Mr. Fields
 if you will give him an order on a part
 of his valuations and he will give me
 a power of Attorney to be witnessed by
 you. I have drawn the power of
 attorney to be in readiness. Mr. Fields
 did not apply for it before because
 his mother was sick - she is now dead
 and nothing detains him but the money.
 Mr. Fields is already recommended to
 you as a discreet person to manage
 his affairs.

I am your friend

New Echota 8th Feby.

John Ridge.

1837.

John Ridges
Letter inquiring
that an advance
of money should
be made to
James Caldwell

8th Feb'y. 1837.

Recd Feb'y 11th 1837

The letter from John Ridges
has been forwarded to the
Secretary and Committee

Cherokee Committee, 1838

Articles of agreement entered into between Hugh Montgomery Indian Agent on behalf of the United States of the one part and the undersigned Chiefs and warriors of the Cherokee tribe residing within the limits of the States of Georgia, Alabama, Tennessee and North Carolina of the other part.

The undersigned Cherokee for themselves and families do voluntarily agree to submit to a treaty on the terms proposed by the President of the United States through the Secretary of War at their Council in 1832. And further agree to and bind themselves firmly by these presents in case no general arrangements is entered into between the tribe to which they belong, and the general government during the coming fall, or early in the winter that they will relinquish to the United States all their proportional interest in and to the Cherokee Land lying East of the Mississippi binding themselves to remove and ~~the~~ permanently settle with their families on the land provided for them West of the Mississippi on the following conditions viz. They are to be paid for their abandoned improvements on their arrival and settlement West of the Mississippi. They are to be transported and subsisted three months after their arrival and receive all the other advantages and perquisites and articles that other Emigrants enjoyed or received under the treaty of the 6th of May 1828. That they shall receive before their departure their proportion of three years annuity due under former treaties. Also their equal proportion of all annuities or other interests arising from former or future treaty or treaties, that have or may be concluded between the Government of the United States and their tribe East of the Mississippi including the proceeds of the school education under the treaty of 1819 placing them on an equal footing with those of their brethren who have already gone or will

those who may remain. In testimony whereof the
 parties have hereunto set their names the days and
 date under written.

I Substantiated informant of the Emigra-
 tion of the Eastern Cherokee to certify that under the
 above Article of agreement entered in book A in
 my office containing a list of the names of Chero-
 kee East enrolled for Emigration to Arkansas from
 the 1828 to the year 1836 it appears that John
 Bean on the 16th day of Jan. 1834 enrolled
 himself & family consisting of eighteen in number
 as Emigrants from Mississippi Territory to Arkansas
 under the treaty of the 6th of May 1828

Given under my hand at office at the
 Cherokee Agency East the 15th Jan. 1838

Nat Smith
 Sup. Ch. Removal
 & Agent for the
 Eastern Cherokee

Correct Copy of
Articles of Agreement
between
Henry Montgomery Esq.
4
Charles ~~Montgomery~~ Esq.

THE NATIONAL ARCHIVES
CLASSIFICATION DIVISION

41408

*Copies of our letter
of 1836-37
from the
[illegible]*

Dec 1836 - June 1837.

Chrono

As per
17

14:23:2:dr1

War Department
August 22. 1832

Sir,

Your letter of the 23d ult^o was received some days since. So much of it as related to the purchase of stock has been referred to the Commissary General of Subsistence. The account you enclosed is returned to you, allowed to be paid.

Your temporary suspension of the services of persons employed in the business of emigration, is in accordance with the instructions forwarded to you on the 19th ult^o.

Ten thousand dollars were remitted to Col. Montgomery, & Ten thousand, to Capt. Vashon, on the 13th inst. to pay for improvements abandoned.

I now enclose to you a General Abstract of the Rolls of the Approprisers, corrected & approved. You will observe that improvement No. 194th allotted to John Hood, is retained in this abstract; you will pay him the value, if his location be within the line, known by the name of the Georgia line. If it is not, the amount will be held by you, subject to the order of the Department.

The missionary improvements at Aghlowes

+ in the abstract enclosed No. 60

addressed to Thomas Pettit Jr. have been stricken from the Abstract. The Department being satisfied that neither Mr. Thompson nor the American Board of Foreign Missions ever made or authorized to be made, a transfer of them to any person.

The decision in the case of the Harnages, to which you call the attention of the Department in your letter of the 14th inst, cannot be changed. The President was entirely satisfied, that it would be impolitic to allow speculations of that character, & therefore required, that, not only the Harnages, but the individuals from whom they purchased, should remove, before payment was made for any, beside the improvements actually made by the Harnages themselves. The amount of these they would, of course, be entitled to, upon their own removal.

After deducting the amount of the certificates paid to Mr. Harrison as the Agent of Mr. Cobb, \$2630 -

The amt^o remitted, on the 13th. \$10000 -

& the value of Mr. Thompson's impts. \$116.² 50, in all, \$13.793.50, from the amount you estimated would be required to pay for improvements, ^{\$21.400 -} there will remain \$7.606.50, for which sum a Requisition will issue in favor of Col. Montgomery tomorrow.

The amount required at the Agency west

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May 2

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se,

will be sent to Capt. Vashon, as soon as the amount
of the drafts drawn by him on account, of this appro-
priation, is ascertained.

The part of your letter ^{of the 1st inst.} which relates to the
transportation & subsistence of Cherokees who wish to
receive an advance & remove themselves, has been
referred to the Commissary Department.

From the General Abstract, you will prepare
a Schedule, upon which Capt. Vashon can pay those
who have already emigrated, which you will
transmit to him.

I am, Sir

very respectfully,
Your obt. Servt

John Robb
Acty. Secy. War

So, in
ould
s.
will
est

May
Benj. F. Currey
Highlowes
Geo.

1832

Notice of \$10,000 sent
to U.S. Little valuation
rejected damaged
speculations disappointed
etc. &c.

Augt 22nd

Ans Robb

August 22. 1832

Enclined. Folio 45.

Letter Book A.

Propositions made by the President of the
United States to Cherokee Indians for a final
Treaty, 1793, Department of War April 1793

1st That a Country sufficiently extensive & fertile
shall be distinctly marked out west of the Ar-
-kansee, for you and your brethren where they
now are.

2^d That this Country shall be conveyed to you
by Patent, under the provisions of the Act
of Congress of the 25th May 1830, and that
it shall be forever within the boundary
of any State or Territory.

3^d That you shall have all the powers of self
government, so far so as ~~may~~ ^{may} be compatible
with that general supervision & authority ~~which~~
~~by~~ which it is necessary that Congress should exer-
cise over you.

4th That you shall have the privilege of appointing
an Agent, who shall reside at Washington, to con-
municate to the Government your claims and wishes,
and all his shall be paid by the United States.

5th That, if Congress should so desire, you shall be
allowed a delegate to that body, and also whenever
improvement and other circumstances will permit
and when Congress think proper to place in the
relation of a Territory.

6th That all ~~other~~ ^{other} persons, ~~that~~ ^{not} specially au-
-thorized by the United States shall be excluded from
your Country.

7th That you shall be removed to your ^{new} Country at the
expense of the United States in either of the following
modes you may prefer, first by a Commutation to be
allowed to individuals or families, second by pass-
age provided and paid by the United States.
Third by an arrangement to be made among you

Ann and the United States, founded upon these
 previous circumstances as Indians must Obey.
 - other Speculations may be added ^{Swiss Capt}
 Copy of a letter to Major Barry Sup^t of
 Department of War

112

June 22^d 1833

In relation to the project ~~submitted~~ for the removal
of the Cherokees, heretofore submitted by you to
the Secretary of War, I am instructed to communi-
cate to you the views of the President on that subject.

The President is opposed to sending an exploring
expedition of Cherokees to examine the country
allotted to their tribe ^{west} of the Mississippi, as a
measure involving very considerable expense,
and not promising much benefit. The probability
is that the generality of the Cherokees are sufficiently
informed upon that subject, and their real or
pretended reluctance to remove, does not rest
upon their ignorance, or dislike to that western
country.

He is also extremely opposed to the ap-
pointment of Commissioners believing it
to be premature, and thinking that by pro-
jecting we may defeat the whole object in
view, and deprive ourselves the power of
doing what we would otherwise have been
able to do.

The opinion of the Attorney General will be taken touching the power of the Government to remove records under the act of 1814. If he should be of the opinion that the Government has the power, Instructions will be given for that purpose, and the records will be informed of the action of the Department, and advised to remove the same by the first of January.

— Next

after his return you shall be advised of
 the same, he has now absent.

In the mean time you are hereby authorized
 to receive at the publick expense such of our
 as need to go west of the Mississippi.

you will proceed with the settling business
 and give Sumner a copy of this letter
 has been ~~requested~~ has been requested to appoint
 two ~~agents~~ settling agents, to receive the
 same compensation as was allowed last
 year.

Settling Books must be prepared in the
 following form. — A Memorandum must be
 inserted purporting that the Subscriber agrees
 to a Treaty with the States, upon the terms
 hereof given by the President to the people
 — And that if no Treaty should be made in
 the course of ^{the} next fall, or early in the next year
 then the Subscriber will cede to the United States
 all their right and interest in the Cherokee
 lands east of the Mississippi, upon the following
 conditions. That they shall receive so fast
 as Congress shall make the proper appro-
 priations the warranted value of their impro-
 pments in their land at least. That they shall
 be removed and subsisted for one year at the
 expense of the United States. — That they shall
 be entitled to all such stipendations, as
 may be hereafter made in favor of those
 who do not now remove, excepting so far
 as such stipendations may depend on the cession
 of rights ~~or~~ improvements for which the Subscribers
 have been previously ~~paid~~ allowed.
 — That they shall have their full share of
 years annually now ~~to~~ remaining unpaid

Terms of Enrollment:

1st That the Individual Cherokee for the
voluntarily agree on a point to a treaty
being entered into on the Terms proposed
by the President above.

2nd That in case no such treaty is entered into
by these people at large in the summer
of the coming fall or early in the winter
(say by the first of Jan^y) that they will
redress all their rights and Interests
in the Cherokee lands East of the Missis-
sippi and go with their families
to the lands allotted to them there &

Conditioned that the Gov^t pay them
for their improvements, & transport &
subsit them for one year after
their such interest as others have had
before went before them - That they
receive before they go their proportion
of the three years annuity now & then
and their equal share of all annuities
that here after become due or any
future stipulations that may
be entered into by the Gov^t with
those who they have business
(except for improvements (they have
ing receive pay for theirs) and their
equal proportion of the proceeds of

The School Provision

Treaty of 1819 -

and they shall be entitled to their ^{just proportion} ~~full share~~
of the School Remuneration under the Statute of
~~1819~~ 1819.

The object of this as you will perceive is
to place them ~~on the~~ ^{with} ~~the~~ ^{those} who will now enroll
and emigrate on the same ~~footing~~ ^{level},
with those who ^{have previously} ~~may follow~~ them to the West
the Government being desirous to expedite their
removal and to render to them all equal justice.

In the progress of this business I will
thank you to communicate fully with the
Department and make such further suggest-
ions, as you may suppose will conduce to
the benefit of the churches and the ~~cause~~
of the benevolent views of the Government
in endeavoring to effect their removal —

You will be pleased to communicate to your
agent enrolling such directions in conformity
to these instructions, as you may deem necessary
for their information and Government in the
enrolling business.

Yours

Benjamin Berry
Catharine
Linn

I am Sir

with great respect
Yours Obedt Servt
John Noble
acting Secy of War

Talking Rock } January the 18 - 1833
 County Georgia }

Dear Sir

yours of the 14th has been

Duly recd I am willing to make any
 arrangements to draw some money as I shall
 be compelled to have some to pay some debts
 before I start and all so I wish to see
 Major Gurey as soon as convenient to inform
 him that some of the immigrants want to re-
 going - Walter Downing and Ben Ragsdale
 I think it will be between the 10th and 15th of
 next month before I can possibly be ready
 to start I expect to have to celebrate my
 release with Simmons he has promised to
 go so I shall try to be ready as quick as possible and
 send one of my sons out to the Agency after way
 I wish you to have me a large strong boat
 and all ready against I get there I shall want
 3 or 4 waggon to haul my family out as they are money
 small children and in in and considerable
 furniture I must take as I can't sell nothing for money
 I wish Major Gurey to pass this way as soon as
 possible I still expect to go on the Georgia
 Exchanges Nothing more at present but remains

with high respects your old friend
 A. H. Hargis

Admiral
18 Jan'y 1832

Col
Hugh Montgomery
Cherokee Agent

(Halla's copy June 2, 1882)

My B. Curry

Sir,

From the information
I have had of your character I am
inclined to believe that you are a
friend to honest and upright dealing,
under the influence of that belief
I am emboldened to address you upon
a subject which I am persuaded
deserves to be brought to your notice, as
it is somewhat connected with the
business in which you are now engaged
as a participant.

Could I do so in a
month (if I am permitted to) I
would by the name of Bryant & Wood
a native church and a few other things

State of ^{Mississippi} January 17th 1832
Nolan County

To The Agent of the Cherokee Nation
Dear Sir I will inform you of a circumstance that took place as I came throu the Cherokee Nation on the 27th day of December last having arrived where the turnpike is kept at Mcnears I asked Mr Gordon to let me through and he refused unless I paid pikeage I told him that I never knew a man to demand money before he earned it and he still refused to let me throu and I told him if he did not I should throw the gate down and eventually I did and went on and the said Thomas J. Gordon and James Mcnair & Nicholas Mcnair & Samuel B. Canale & Isaac Childers and Edley Sprinkston & David Miller followed me with arms and club in a hostile manner ^{and demanded} my property or my money and said that they would detain my property if I did not give them the money I to get shut of a scrimmage give them twenty five dollars and I look to you ^{to rectify} the business if it may please your honor I want you to write to me concerning the business. Yours in friendship

Kingsport Tenn
May 25th 1832 } 10

Mr Glasgow Williams
Agent
Cherokee Nation
Calhoun

May 14 1832

Arthur Briggs

Received of Mr Williams
the sum of \$100
under the act of the 3rd March
1832 for the purchase of
land for the Cherokee Nation

Beaumont

March 21. 1832.

Dear Sir;

Will you be so good as to inform me
on the return of Mr. Danville, if all the notes
given by Conyers, & endorsed by Major Curry
will be paid off, and when?

Respectfully your

Wm. Smith.

J. S. Coffee.

To Colonel

Ralph Montgomery

Charleston S.C.

John Coffey

March 25 1832

To Col.

Hugh Montgomery.

Charles Apt.

Mr. Daniel.

mmmm

247
1976
13-22
281
62 1/2
36-41 1/2

9-88
13-22
281
62
25-53 1/2

9-47
13-22
281
62 1/2
24-47
14-31 1/2
24-53 1/2

45
245
2
18-22
2-47
62 1/2
14-31 1/2
24-53 1/2

340 22
247

Blountville Ala
March 15th 1832

A Montgomery Esq

Dear Sir Mr Thomas
Billingsley furnished me the instructions
you politely furnished his son ^{and} at the agency
in February last & the enclosed affidavits
of Mr Alexander Williams & Jas A. Will-
iams respecting his hogs are as specific
as they can give them. The Affidavits
are Gentlemen of undoubted veracity
& I am requested by Mr Billingsley to
enclose the affidavits to you in order
that they may before the proper authorities
to be considered of. & desires me
to request you to acknowledge the
receipt of the affidavits - that he may
be satisfied of their arrival in due
time. he wishes also to learn the
result of the chiefs in counsel upon his
claim; Mr Billingsley says he asks
only Justice & is confident of success
if it is meted to him. & he will readily
satisfy you out of the proceeds of his
claim for any services you can render
him in adjusting his demands - Not
acting in your official capacity

Respectfully Yours
Philip Delack

Philip Black

March 15 1832

Philip D Black

Hugh Montgomery Esq
Indian Agent Cherokee Agency
Newcom St. } 1832
March 16th

Talking Rock post office 18th April 1832

My old friend Sir I have bin looking for A letter
from you for some time and all go from
my 2 Sons before the like the Agency owing
to some Reports it seems was sent on to the
Secretary of war by our friend Rheubin —
Thomson to prevent my Sons from Drawing
Away Money at the Agency I paid out for them
A great deal of Money and property for which
I have promised to Replace at the Agency as they were
I stood all ways that could draw part of their
money their and as such it has disappointed
me and may I grieve me very much and I hope
you will do all you can for Me Major Coney
I have in fact one note made payable to George Sanders
for \$3.20 for which I am anxious to hear from
you when it could be paid as I bound the money from
Mr Sanders I wish to pay over the money to him
I feel under great obligation to you and Mr Hard
wick for your taking my Sons in to your family
I should of disliked for them to of staid in camp
so long before the staid — please write to me
how they fair when they left you and how they said

Satis fide and if you have heard of them Since the
 started down the River please write all the news
 that you get from Washington City that I want to
 know - I and my is as well as common I have nothing
 know to write only the Surveyors is out on the
 discharge of their duties

please write to me immediately and let
 me know all the particulars and especially
 on the subject of money as I am in great want
 I know you will do what you can for me -
 please give my respects to Mrs. Montgomery and
 all the family and except for your self
 the highest regards of your friend
 Col. Hugh Montgomery Ambrose Harney

Let's ride and if you have heard
starting down the river please
that you get from Washington &
Harris - and my wife will also

12 1/2

Talking Rock C. St. G. S.
April 20

Col. Hugh Montgomery

Cherokee Agency

Wm. Calhoun
& Turner

mile

18 April 1832

How many days

54

Boston Jan. May 18th - 1852

Dear Sir I wish to know whether
you ~~the~~ see the deposition I sent
you sometime since if you have
I want to know what you have
done or what you think you can
do about the matter - please write
to me as soon as convenient.

Yours, &c
Arthur Ewing

Winchester
May 23. 1832

Mr. Hugh Montgomery
Agent of
Ansamed Calhoun
1832

Arthur Quincy

Washington D. C.
May 20 1832

Col Alexander

Sir

I arrived at the City on the second of
this Inst and got some of my friends who were
in Congress to attend to our business with the
Secretary at War. but have failed in getting the money.

They pretend to say that the money cannot be
paid without some more documents. I am going to some
of the other agents they cannot give you letter
which you wrote relative to our case when I was at
the agency. We have got the notes with a signed
of our Chief Justice exp. who will remain and
secured bonds and will endeavor to draw the
money for us. He has written to you advising you
in reference to Henry Make a settlement of
it. I hope you will secure him the necessary evidence
of the case to such documents as he requires which will
enable him to settle it. May I say has not Mr. Davis
& Smith in the House of Commons or would we get the
money. It appears you will not get a Draught
for the money to be paid until then.

I am sure I am assured. I hope it will be in your
 power to remove the difficulties, which prevent
 them from paying the money. We have been
 very much disappointed by not getting the money -
 If it is not paid here I think it will certainly
 be sent on there. We start to day for home.

Your prompt attention to my request - will
 much oblige your humble Servant
 Henry D. Lauro

W. H. Montgomery

Henry G. Daniel
May 28 1832

Col Hugh H. Henshaw
Calhoun

Stamper

Alonzo Walton Esq. Geo. Ap. 6. 72.

Col. Hugh Montgomery

Dear Sir,

Some short time since I purchased or rather ^{paid} in pay^{ment} of a debt due me the enclosed note on John Torrell indorsed by Col. Curry as there is no direct intercourse between this place & the Agency to save time. I have enclosed it to you with a request that you would enclose me the amount by the Return Mail; if it should be necessary to accept the note, I have indorsed it in blank that you may fill it up with such a receipt as you may require & should duplicates be required I hereby authorize you to sign my name to the duplicate - Should you not be in funds keep the note until you are & then forward it & in the mean time please acknowledge the receipt of this -

Sincerely y^r friend Tho. W. Harris.



1832

J. Col. Hugh Montgomery
 Agent of Indian
 Affairs for
 Cherokee Nation
 Care of Miss Pitt
 Cherokee Agency

Mail 5/3

communicated
 with my own
 30th April 1832

John W. Davis

April 1832

French Lake June 8th 1832

Col. A. Montgomery -

Sir we see we were not called on to furnish
Boats for the last Indians that Liniganted and
as such we wish you to drop us a line
stating whether ~~know~~ the plan of moving the
Indians is changed and if so if we may cons-
-ider our selves released from our ~~from our~~
contract

} Very respectfully yours
William & John Ellis

Mr Ellis
Letter about
Boats Answer

June 8th 1832

Brookfield
13th June

124

Col. H. Montgomery
Callahan Cherokee Agency

Sanfordville August 29th 1832

Sir I send Mr. Cepna for my money as
I am in need of it if the money is not
come I would stake it as a great favor
if you would pay me out of some other
funds as I am very much in need of it
at this time. Maj. Corry has been at my
house and tells me that the money is
on the way or there in deed he read me
a letter to that effect. Sir I shall
ask you again to send me the
money if you please if the money has
not got there yet. and you will oblige
your friend very much.

John Dawson

John Dawson

Levee

August 29 1832

Prosp.

Chronic

Col. H. Montgomery

State of Tennessee) personally came before me
 Minnis County James McDaniel, and being
 duly sworn, deposed & said that John Miller
 as agent for Betsy McEntosh, and S. S. deponent
 as the gardener of the heirs of falling water
 McEntosh, and in behalf of S. S. widows and
 orphans, did appear at the agency meeting the
 Treasury of East Tennessee whose Business
 was entirely with us, as touching the Reservation
 claimed by S. S. widows. The ~~the~~ Treasury in-
 executing his ^{office} per suant to act of assembly -
 tendered us the money owing by the State
 on S. S. Reservation. This not being enough we
 insisted on Twenty five hundred, and as
 we would take. Therefore from the
 Treasurer Henry Matlack & others we received
 twenty five hundred dollars in hand & notes
 executed to us by Matlack & others as
 deponent said. Sworn to and Subscribed
 Before me this first day of September 1832

Affidavit of ~~James A. Daniel~~
James A. Daniel

In Betsey A. In touch
Case

14 Sept 1832

Athens, Georgia
November 2d. 1832.

Hugh Montgomery Esq.
Indian Agent

Sir:

You have herewith enclosed documents relative to certain fees which were referred to you for examination, and report. Mr Thornton has no doubt communicated with you on the subject. Please inform us, whether and how you have acted on the subject, and what we are to look for payment, and oblige yours very respectfully.

Clayton Harden Clayton.

NOV 2 1852
Any to Adams & Co
mail.

Colonel Hugh Montgomery.

Agent for Indian Affairs.

Calhoun

McMinn county

East Tennessee

Free
Blayton

The image shows a document page, likely a ledger or account book, characterized by a high-contrast, black-and-white aesthetic. The page is heavily obscured by large, dark, irregular stains and smudges, particularly in the upper and central portions. Faint, handwritten text is visible through the lighter areas, appearing as cursive script. The text is mostly illegible due to the heavy staining and high contrast. The page is divided into columns by faint vertical lines, suggesting a structured layout like a ledger. The overall appearance is that of an old, damaged, and heavily stained document.

Hickory Flat Ga
5th March 1832

Cole W. Montgomery Sir I have
sent By Mr. Wm Lay some notes, and the Enclosures
the principal part of which have been indorsed
By Messrs Curry with an order to you for to pay
the same the Balance that is not indorsed
he says you are authorized to accept
By the makers acknowledging the note to
be Just. Which you will please do
Mr Lay is fully authorized to make
any Settlement or Sign my name should
~~the~~ ~~be~~ ~~indorsed~~ to any Receipts &c.

I am With due Regards

Your Most Obedt Servt

Chas. M. Conner

Dear Sir. You will see by the purport of
the enclosed letter that your deposition is compelled
to be taken de vero. This is not gratifying to me
and I fear less so to you. In fact I wish I could
communicate more agreeable news, but so it is that
by the quibbles of C. C. May Esq counsel for depts
we were compelled to continue the cause at last
term in consequence after we had commenced on the
trial of one by ^{the} Court deciding that the testimony as
taken was incorrect in the manner and illegal -
I have therefore thought proper to send up a copy
of the questions to be propounded to you thinking
that some preparation may be necessary as the
business will be tedious. I should have some
fears as to your fortitude if your name was
Montgomery and that your character corresponded
to the qualities of ^{neglect} perseverance to overcome.

I expect to go to Bellefontaine in two days to notify
the depts to attend between this and the 1st Monday of
April. I hope you will be at home so that
no disappointment fatal to the suit should occur.
If any thing to the contrary Mr Cawhings will write
me. Col Williams perhaps will have to prove the
handwriting, entry &c. I intend also to bring up some
more testimony in the Blounts claim -

Yours Respectfully

Asper Feb 27th 1832

Samuel P. Head

Saml B Mead

27 Feb 1832

Col Hugh Montgomery
Cherokee Agency
near Calhoun Tenn

Athens, Nov. 7, 1832

Sir:

The case of Mr. Montgomery, Successor of R. J. Allie - agent of the Chockies against John Brown upon a bond for certain negroes, handed to me several months ago, with directions to sue, has been determined, upon a Demurrer to the declaration, which was sustained, and the cause is lost, as I predicted it would be.

A few days since I received a letter from the Clerk, Henry S. Purvis Esq. of Kingston, to inform me that the cost was \$6.16 cents, and requesting me to inform you of these facts. You will please send the costs to Mr. Purvis by letter, and when I go to Kingston next month, I will procure duplicate receipts.

My fee for bringing the action is 10 Dollars.

Yours H.

R. J. Allie.

Col. Montgomery.)

allms 2
16. 2 nov

Col. Wm. A. Montgomery

Anteviewdane Cherokee Agent
86-25 inclared } Calhoun
16th Nov 1832 } Seneca.

Nov 9 1832

W. J. Mays

The letter which was enclosed
being one the subject of Ellis & under
blame is sent to the same as the

W. J. F.

Peace of Congress
Ch. Nat. Ga. Det. 11/1/1833

122

Col. Hugh Montgomery
U. S. Agent, Agency
near Calhoun
Tennessee

State Treasury.
Monroe City.

Sir. September 15. 1832.

I have very recently understood
that there has been a note or due
bill in your hands on the Cherokee
Nation for \$4500. which note
was given to Egglest Blair
my first husband, if so my
request is for you to lay my
claim before the department of
War, and not pay it to any other
person or persons, also please
send me a certified copy of
said note or due bill.

Your compliance will
be gratefully acknowledged
by your ob. t. Servt.

Hannah Perry

By

John Perry

Calo

Montgomery

Julius Perry

15-Sept-1832

Bartons

Calo
Montgomery.
Cherokee agent

Kington Nov
Decr 5th 1832 } 20

Col. W. Montgomery
Chickasaw agent
near
Calhoun
Tenn.

Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 1st inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

Washn July 29th 1832

Dear Sir
 Having heard nothing from you since
 your answer to mine per Col McClelland.
 You will please inform me what has
 been the decision of the Secretary, &
 if it be decided favourable to
 -self, you will confer a singular favor
 on me, by sending the money per Capt
 Rawlings, or giving me an answer
 in relation to the case.

Col Hugh Montgomery
 Calhoun

Very Truly
 Your obt. Servt.
 C. P. Rains

Paris

1832

Mr. Col. Hugh Montgomery
Calhoun
Linn

— 100/100 Oct 25th 1832

Col Hugh Montgomery

My Dear Sir

A twelve months have passed
 & nothing done on my certificate, nothing
 doing. It appears to me most clear, that
 you can be authorized, to act as you
 deem right on the matter. I feel assured,
 you are fully prepared to judge of the
 justice of the two claims: and seeing they
 can only be settled by your decision, I hope
 you will suspend the matter no longer.
 Please to inform me on this point
 & believe me to be Dear Sir

Your sincere friend

J. B. Rains

C. B. Rains

6 13 March

Oct 25 1832

attn Col Hugh Montgomery.
Calhoun
Dr 3
Ten.

Dear Sir

Super March 18th 1832

Your letter to Mr. Chad & myself
conjointly came to hand in due time, &
contents noticed. An amicable arrangement
would be desirable, could it be effected
agreeable to both parties: believing as I do,
that it will doubtless be some time before
I shall realize any benefit from my
claim; I have determined to submit
the case to you alone, and any conclu-
-sion to which you may come, either for
or against, or by compromise, will be
agreeable to myself. It appears most clear
to me, that there is most certainly some point
on which the case rests, & by which a final
decision might be made in a legal manner
at least. Please present my respects to
Capt Hardwick.

Very respectfully
Your obt. Servt

C. B. Bailey

A B Please remove this as soon as you
may come to a final decision.

6 B Paris

March 18 1832

Col Hugh Montgomery
attn Calhoun
Capt Paulings
Tenn.

Col Hugh Montgomery
Col Hugh Montgomery
Col Hugh Montgomery
Montgomery

Jan. Jan 4th 1832

Col. W. Montgomery

My dear Sir

I hope you will conclude to make a final decision on the subject of my certificate, I also hope, you are fully convinced of the justice of my application. You are well acquainted with the different parties on either side of the case; and I have no doubt, but that you might by some means or other, so arrange the matter, as to make a final settlement of it, at once. You can perceive by a little inquiry, it is probable you already know, that my witnesses are persons as respectable as any in our country, & the witnesses on the other side, is uniformly from the most base, perjured, profligate sources in the country. Should you be willing to pay over the amt to me, but if not, I will indemnify ^{you} by giving a bond, & any security you may require of me for the forth coming of the money, if hereafter required, or any part of the amt. you may choose to pay over.

You will confer a singular favor & lasting obligation on me, by making some arrangement by which the matter can be settled. Please inform Mr. Walker what course you will pursue, & if required I will come up. Yours Truly
W. B. Rimes

To B Davis

Nov 5 1832

Col Hugh Montgomery
attn
Calhoun
Major J Walker

Monticello June 11 1832

Col Montgomery

Dear Sir since you are good
 enough to send to head quarters a general
 or Williams. The amt the govern must pay
 me by some safe conveyance is remitted the
 amt to me I rec'd your letter in which
 you mentioned that the War depart-
 ment had directed the am amt of my
 acct nothing new here the gover-
 nor is quite well at this time and
 Tom Stacks says your daughter is
 very much opposed to a lottery and
 if you Capt please acknowledge the
 receipt of this & give me acc't
 news of the nation I am under
 obligations to you for your attention
 while in the nation and

I remain yours with much
 respect Q & Resd

Rec'd of H Montgomery forty eight dollars
 for expenses paid in interpreter &c by order
 of Lewis Cap June 11 1832 Q & Resd

D A Reese

June 11 1832



1/3

Col. H. Montgomery

U. S. Agent for
Nation

Culhouse

Trimpson

W. A. Reese
Allen & Sons
New York

Sept 25 1832
Sept 25 1832

Col. Hugh Montgomery
W. Agent to East Cherokee
Calhoun & Office
East Cherokee

Sept 5 - 1832
Tanner River

To Col. Montgomery
W. A. Cherokee Miss
Sir

Cherokee Agency West of M.
A. T. Sept 25 1832

on the 1st of June 1829 When I was about to leave the Eastern Cherokee nation, I requested you to enrol me as an emigrant from the Western Cherokee nation, but finding a more expeditious mode of transportation I came down on a Cotton boat having received a promise from you that the Registry of my enrolment as an emigrant & the Certificate thereof, would immediately follow in which the Agent of which has come to hand, and for the want of which the Agent here refuses to pay my Nation claims as well as my claims for a gun, my Head Right claim from Geo. & other expenses in travelling to this country. Now permit me to entreat you to send me the Registry & Certificate of my enrolment as an emigrant from the Eastern to the Western Cherokee nation. I am the more emboldened to make this request from the fact that Major Butel

Col. H. Montgomery
U. S. Agent. for

The bearer Skonatakee states, that his name has been registered by W. Curry as an emigrant, without his knowledge or consent, he thinks that this imposition may have been committed by means of the Interpreter Eli Hadley, upon his refusing to emigrate last spring, thro' the rashness of W. Curry, there like to have occurred a serious consequence between them,

It is his desire to remain here in peace, without further trouble, therefore he calls upon you to have his name erased from the list of emigrants, as he is determined never to be forced away from his native land, without his own free will & choice

Respectfully Yr. Ob^t. Serv^t.

Red Clay Ok.
28th Oct. 1832

W. Curry
J. E.

28 Oct 1932

Letter from

John Roy

via motorcycle

By express

Monday, 11/10/32

1/2

Col. Hugh Montgomery
U. S. Agent
Cherokee Agent.

15.11

Officer Dan R. W. Rites
Nashville 10th Aug 1892

Sir -

Should Capt. W. L. McIntosh be at the agency, you will oblige me by handing the enclosed to him - and if not near you, then be pleased to give it a safe conveyance to him, as the letter contains the account of the Bank against him - which account, by error in our letter of the Captains having forgotten a check given so long ago as last March, is now drawn \$453.91. - The check was drawn in favor of Mr. McIntosh & paid to Mr. Mcowan on 1/2/91. - I am surprised that Mr. McIntosh would hold up a check on a Bank so long - His doing so has created this disagreeable error - Capt. McIntosh being connected with your agency is the reason I explain this matter to you.

I remain most respectfully

Yours obly
Jas. Cunningham

Cc

Montgomery
Agent Cherokee
Cherokee Agency



May 15

Col. R. Montgomery

Agent Cherokee

Mail

Cherokee Agency

W. Hugh
1833

Jasper. May 9. 1839.
Col. Hugh Montgomery.

Sir. My Father informed
me a few mails since that he believed
the Secretary of War had told him
he had directed the cost, in the
cases of the Tignon and Eight Miles
to be paid. If you are authorized
to pay them, you will please let
me know when I can probably
get the money.

Respectfully

W. S. Standifer

W I Standfer

2 May 1832

Cal. Hughes Montgomery
Cherokee & Georgia
War of
At. Pauling & Co.

Mr. H. Montgomery - Washington 17th July 1832

Sir -

In the adjustment of the
acc of Col. David Brewster in the 2nd Auditors Office,
I find that he purchased at New York, in 1827-28
Goods &c at three different times; all of which were
sent to you; before the acc can be finally settled
it is necessary that the Office should be advised
as to the times the several packages were received
by you - and in what manner they had been disposed
of - You will please therefore to forward you
an answer with the least possible delay and inclose
the Bills of Lading received by you from Messrs
Barre Auchincloss & Co of New York at the time -
and put your Letter under cover addressed to,
"Major W. B. Lewis 2nd Auditor Washington"

I have the honour to be

Very Respectfully

Yr. Obedt Servt

W. Stuart



underecharged

23-

Mr. Hugh Montgomery

Indian Agent

Cherokee Agency

Indian

~~Alabama~~
Tennessee

17 July 1832

St. Louis, Mo.

Bellevue, Mo.

Officer 17 July 1832

Anders

from

2nd

to

Cherokee nation, west.
5th September, 1832.

Sir,

From the statement which has been furnished
the Cherokee Agent here, there appears to be a mistake as to
the amount which ought to be coming to me, - will
you be good enough to furnish Capt. Vashon, Agent
here, a statement from your books.

Your Obedt. Servt.

To

Col. A. M. Gentry
Cherokee Agent.
Calhoun
Tennessee.

John H. Stover

6th Sept - 1832

Fort Smith & J 25

Received by Major
Smith, 25th Sept 1832

To Col. H. Montgomery

Cherokee Agent

Calhoun

Tennessee.

Carroll County

Georgia

October 17th - 1832

Col Hugh Montgomery

Sir I have a question of importance to me
to lay before you and wish you to write
me an answer as soon as you can after you
receive this - the matter is this the improve-
-ments of the late high tower has become
an actor of speculation. Jabez Smith has
involved and has beenate me for more
than a year ~~my~~ blame on that improve-
-ments and says it is right for it to go into
some ones hands as Thomas Patton has lost
it. I wish to give you a full understanding
of the matter when the late high tower died
1831 John W. Thompson expected to remain
there and wished me to let him have my
own promise to prevent any intrusion
on the Mission station. I did so and gave him
an instrument of writing to enable him
to apate his price - which was for thirty
dollars and if it should proffit the mission
more I was to pay the balance at a
future period - last January I seen Thompson
he wished me to recant as all was taken
to be lost to the nation and he had the
thirty dollars and the bla... + 1

I promised to write to you now of what ~~you~~
 of you is to now if it is consistent with the
 involving concerns for me to return that
 improvements to the involving agents and
 it to be called as other improvements &
 was written by it permit whilst living then
 making this improvements to this & wish you
 to give me of it and use and if it is right
 for me to return it for valuation & wish
 you to inform me the manner of proceeding
 and in so doing you will oblige yours
 servant
 J. M. Thompson

Sir I wrote you concerning some
 money you let me have and some ~~of~~
 of which I have out and I have received no
 answer you will please inform me on that
 subject likewise and oblige me
 J. M. Thompson

Col
 Hugh Montgomery
 United States
 Agent

write me as soon as possible I will give your letter
 to Hamilton post office

Sancton Co. 3.
3rd Dec

Col Hugh Montgomery
United States Agent
for the Cherokees
Calhoun office

1831

Dec 1832

From the inspection

Barrell County

Feb 21 1832

Mr Hugh Montgomery write
Sats Agents for the Cherokee Per Sir
I have both your letters before me one
September 15 the other Nov. 11 1831
the reason your letter has not been answered
before this last Wednesday was the first
time I have been in town since I left
Corte and the post master saw nothing of me
you seem anxious to ~~send~~ something a box
of fifteen dollars you let me have as an
advance money to pursue & nagrowes
I feel in hopes that you are going to do me
justice and pay me for the time & space
in pursuing stolen horses and for employ-
ing a turner to attend to them the money
I paid out for my own ^{expense} and horse food was
paid me by subscription at the Chero-
kee Council I will make out my account
in the manner you directed and you
will forward the money to me in a later
I expect your letter to me in Barrell County
your bondsmen must dictate to you in
justice I ought to be paid for the services
I have performed in these accounts forward
to you as much as for the expenses

and if you wish me to ~~use~~ the
of agree case you will pay me for what
I have on my account same you are
for only those cases where white men
have been brought to trial you wish to
have your fifteen dollars this account is
brought on my account with the five to the
layer in that way that it can not
go to the war department without
the other account going like mine my
account is fifty four dollars the balance is
twenty being a balance of thirteen
this you can send to me in a letter as soon
as possible now in I as you wish to
be I only and oblige me
J. S. Thompson

Blount Canyon
January 21st 1838

Sir your letter of Nov. 30th 1830 never came to hand till this day which can me not to answer you sooner you wish me to state what I could recollect of a certain brown mare in dispute with McAllister and an Indian called Foxbir if s.d mare is the one I let McAllister have she was raised by me a brown bay mare and never was owned by any person but myself, untill I let McAllister have her the mare being discoloured I took her and turned into the nation to live or die but I never gave her to an Indian or any other person untill I told McAllister he might have her afterwards I knew no more about her till 4 or 5 years ago a man by the name of McCormick came and wished me to give him a proof as to the property of s.d mare and stated that he had bought the mare of McAllister and she had been stolen from him by an Indian and he wished to get her again

If James Nicholson still lives there he can tell you the circumstance as well as I can as for an Indian named Fox Bir I never knew such an one
J. Montgomery C. A. • Matthew Wallace

Montgomery

July 22 1832

Madisonville, N. C.
J. P. Saw
of Montgomery
United States
Agent
Calhoun

Cherokee Nation

W. H. C. P. House, June 28 1862

Sir when I left the agency I left
in the hands of Ellis Phillips a note on
Samuel C. Cairns for \$3,000. He told me
that he would ^{have} it assessed and leave it
in your care for me if it is done. If you
will please to write to me and also write
whether you have heard any thing of the
account. I sent on to the war
department, or, nat. as I am very
anxious to know what is done with it.
also write whether the emigration is left
the agency, or nat. and whether the
emigration is stop'd or, nat.

Respectfully, your Friend, J. M. West
Colonel, H. Montgomery

Head of Coosa 3
C. N. Ga May 5 3

123

1832

W. C.

Apr 26 Colonel. Hugh Montgomery
Calhoun, Tennessee

Washington City,
16th March 1839

Dear Col^l

Sir I have for sometime put off writing to you in order that I might have something pleasing to communicate to you, but I have not as yet any thing of importance to write to you. More than we are at night received by the department, we came here on the 3rd Inst. we had an interview with the Secretary of War shortly afterwards, who informed us that we would have to defray our own expenses, we then visited the President merely to let him know, and pass through the formalities that is required, our company became very impatient indeed, Starr and myself were not altogether willing to be disturbed, with that refusal, we again called, and had several private interviews with the Secretary and President, and this morning we visited him accompanied by our friend Col^l Standen and they at length agreed to receive us, this you know is a very important thing with us in our present situation, the balance of the Delegation from the Arkansas has not yet arrived, they will be here by Monday as we are informed by J. W. Hovey, from that Country, the Delegation from that I am attached to have a ~~business~~ very important business which should be settled without delay, but what will be done is very uncertain, they will I have no doubt be very titulary in their business, as that is our failing and when the others get here ~~drunk~~ will be all they can for, you know their dispositions and well acquainted

with their failings, such men ought never to be
 set here on public ^{display}, it will always prejudice the minds
 of the people against us so much so, that they never
 will take the same interest in our well fare, as ^{we} we
 to let act more morally.

I am a Delegation of Creek to him
 for the purpose as we understand of treating away their
 Country, they intend taking reservations, which is the worst
 thing ever could be done, if you wish to destroy the pro-
 perty and happiness of an Indian place ^{then} in some
 of the States on a reservation and you may then with
 propriety say that he is forever ruined. I have visited
 the post Office very often expecting to hear from
 some of my friends and what is going on in our
 Country, but not the first line, not even from my
 family. I therefore have quit making any more
 inquiries. I wish you to remember me to all enqui-
 ring friends. I never use any ceremonies to a friend,
 the Company are all in good health, any thing
 tramping worthy of writing, you shall hear from
 me. Your Friend
 John Walker Jr.

16 March 1832

Forwarded

25
58

Col. A. Montgomery
U. S. Agent for the
Cherokee East of the
Mississippi East Tenn

Washington City
25th March 1839

Dear Sir

Sir I am sorry that I am not able to give you any information on the subject of our mission as yet, the clerks have so employed ~~the~~ time of the department in a negotiation, that there could be nothing done - but they have at length, sealed their fate, the song they have got, and they have ever since, been making out the tune, they are now partaking of all the pleasures the City can afford, I Rogers and Edward Hicks came on a few days since, the others did not come on I Drew is also attached to the duty, and I am pleased to inform you that James Rogers has kept very steady, we will visit the department today, and on tomorrow lay before them the object of our mission - Our friends from our nation took the liberty to make an inquiry into the object of our mission, we gave them a very friendly and positive answer, and I have no doubt

but we will hear from them again
Our company tender their respects to you
I am under the impression that we will be
able to do something, tho. I was very much
dismayed, soon after our arrival, we have
several strong friends in Congress but I am
informed that there is a bill about to be
introduced in Congress to put the Cherokee
West Under Martial Law, this is put in
agitation by those unfriendly to the wes-
tern Cherokee, you can inform our friends
that I am in good health, and will remain
here until I get a promise, or a positive
denial;

Your Friend

John Walker Jr

John Walker Jr

15 March 1832

Colo H Montgomery
Cherokee Agent
Calhoun East
Tennessee

Brownsville Madison Co Alabama

Hon. Hugh Montgomery

Sir Will you

Be so good as to inform Mr Weather
on Mr Andrew Lacy's name is not
enrolled in your office for Emigration
to Arkansas and if He did not take
the Bounty. By doing this you Will
Confer a favor on a Stranger and
friend 15 May 1832

Respectfully

A. Carrington

B. Be please to let me

Have from you on this
Receipt of this

16 May 1832

Near my town

Providence A. L. Paid 8th
16th May 1832

Hon Hugh Montgomery
Calhoun McAllen County
Augustine East Tennessee

J.
Sir.

Camp Armstrong. Cherokee N.
July 2d 1832.

I had expected from information received at this point that before this I should have had the pleasure of seeing you here. -

As you are doubtless informed Gen Armstrong has been on the march of the 17th - By the instructions left with me I am decided to correspond with you, and receive your suggestions and advice touching the service here, which I have the liberty to propose my design to be in all matters similar to it.

From some conversations, the credit due to which I do not profess to judge now, the force of the intimidating party in this neighborhood past the line is on the increase, with also a common rumor among them that they may go back to their creeks & habitations without our orders permitting us to molest them.

I should esteem it a great favor if you would forward me your map, that I may take such sketches from it as would likely prove useful

I will not return to you.

Of course you will let me know when I
may expect the pleasure of seeing you.

Yours very respectfully,

Wm. A. R. R. R.

Wm. A. R. R. R.

Wm. A. R. R. R.

S.

Colonel R. Montgomery

Indian Agent at Fort

Chickasaw Agency.

DI
~~1881~~ { 8 x 4 x 2 1/2 }
1881

En Lure

1881 66 476

Colonel May & Montgomery
Independent. Airline

Calhoun Agency

qual. - In respect -

1881 66 476

1881 66 476

1881 66 476

1881 66 476

1881 66 476

Washington City 21st Apr 1832

Dear Sir

Sir I have thought proper to address you a few lines on the subject of Mann's claim. He is allowed \$130 only for his services as enrolling Agent the money can't not be paid here, but Merrin informed me that I would direct you to pay it over to Mann or his Agent and as you are instructed to make the payments and Mann not there you may please detain the same in your hands until I return, as I am authorized to draw the same for payments made to for Mann for the amt. as I have no doubt ~~in~~ within your knowledge. The I am thinking perhaps you may forward the same on to him, before my return, We intended leaving here on the day after tomorrow, but it is now a little uncertain whether we get off that soon, Owing to some regulations that has been heretofore neglected Jackson is ~~nothing~~ not as liberally disposed toward the emigrating Cherokees as I had anticipated. I will satisfy you on all points relating to our mission

on my return, Saml. Polley ^{is} in custody of the sergeant
of arms, for ~~the~~ carrying a member of Congress off
from the State of Ohio. They have been on trial
in the house for the last five or 6 days —
Judge McLane, & others have been advising the eastern
Cherokees to come into Texas.

Yr friend
John Walker Jr.

John Walker Jr

23 April 1832



Col. H. Montgomery
Cherokee Agent

Calhoun Tenn.

Of such Montgomery is some
three lines long from John Ross
to Henry Mays the then Agent de
a. to 8th 1819 and one from Henry Mays
to John C. Calhoun the then Secretary of War
of 10th Oct 1819 and one from the ^{date 10th Dec. 30} Genl
Clark Calhoun in the name of
all three are the subject of a Beane
Bay which had been sold in
Alabama by a man by the name
of M. Bay 21st Nov 1832

his

Silas Photo
on a c

J. M. Miller

I Chate
Receipt for three
Letters sent him

21 Nov 1832

Col. A. Montgomery & Gen. Thomas
 have employed by Mr. John Hicks of
 the Southern Railway Co. to see to it that
 in the future no further investigation
 of a negro man. Some evidence of the
 movements in ^{papers} for a period will be con-
 sidered for and on the trial. I have
 sent him a summary of the
 your deposition from the ~~original~~
 reviewed you will understand
 that will you to write to me
 yourself. I wish you to examine
 the interrogatories very fully and
 by and to ~~test~~ your ~~own~~ answers.
 He reviewed every branch
 of each ~~interrogatory~~. I have
 requested you to attach certain
 documents to some of your an-
 swers to certain interrogatories.
 You will please do not state fully
 that such a paper is the ~~original~~
 answer of Thomas receipt and
 its date. If any of these papers

as material to you, in your
 efforts to ~~the~~ ^{the} government.
 I hereby pledge myself to remove
 them without delay from the
 files of this case (business)
 to your agency. In giving you
 information after making a
 capture of the time place &c.
 you will remember your
 guidance by saying,
 "At the first interrogatory, his de-
 fense with the

2. 5th Interrogation is as follows

Best to ~~Hampden~~ ~~Lakes~~. May, 3
Sign your name, the

Wm. L. Garrison

Wm. Livingston & Co. Secy.

James D. Van Buren - 1837

It is proposed to copy the
interrogatories into the Application
as is sometimes done. When you

evidence is taken signed by me
by a thread along side of the
Interrogatories. The certificate is
and of the ~~man's~~ testimony which
I have wrote full and true
properly according to the
of the facts of both the latter, current
he obtained and will do only
make the certificate according
by sea service is to be taken
out of the barristers and signed
by the clerk. When this is done
it is to be sealed and
by the barristers and signed
scribed "The Clerk of the
Community Council of Bilib
Council, Alabanza."

Wicks
W. J. Deane
Harrison

This being done on the

neß.

June 29. 1832

Chloroceryle

1891 56 mmp

James B. Clark

11/27/50

Calhoun 12th May 1832.

Wm. H. Thompson.

In answer to your letter of the 10th inst. I am
employed by Nathan Hicks of the Church
to bring an action for him to
recover a sum of \$1000 in his bounty. He
has written to him to be ready to
bring an action & he has done so, but
without receiving any answer. The
same day for the 3rd of May
in August, so it is to be seen a
great deal of business is done from
the action and the necessary
papers with others, I have written to
him to be ready, which please you and
without delay to be

Yours
J. B. Clark

I B C 11

12 May 1832

Chahaba St.
May 14.

1832

Col. H. Montgomery
U.S. Agent for Indian Affairs
Cherokee Agency
Cherokee Nation

Sumner 1687 1/2
Hawrae Co. L. 1/2
July 28 1832

10

~~10~~

Colonel Hugh Montgomery
Cherokee agent.

Edgar M. Smith

27 Aug 1832

Wm. H. M.
right to the
Hoyes

at 100

Wm. H. M.

3

Cherokee Census

to March 1833

No.

I write you this morning that John
 Savage has brought on a very good load of his
 father's property and that he has returned to
 aid in buying on the balance, because the
 property was not sold. The extremely
 late of the winter was not arrived before the
 Instant. Indeed, they of James Foreman at
 the Instant ^{of Joseph Smith} came and took leave of the
 negroes from the camp, and as the family
 were passing ^{over} James Foreman's his wagon
 was stopped by Foreman and took more of the
 best of his negroes taken by James & Lucy the
 husband of Isaac Nelson to try to sell them
 at a good price. I went to see him under the
 shadow of a cloud made the demand Foreman
 of that he would be to do if a person worthy
 of a man would be a man against you.

I am sure that the cleared land
 states are now in a state of being if any
 thing is to be done to save the poor man
 from taking in. He would have been
 off a lot of land, but if he has to
 wait until after the next Court and
 then say he cannot do business it is better
 to judge all as he is. I shall be sure to do so
 can you not remain with the difficulty between
 Smith and him and can state the cause of
 the mistake judge of the future part of your
 time. I am then can be done the same the better.

Give my respects to Mr. Walter told in
 the Book of Mormon. I have been very
 interested in writing him and of course my
 interest would not be in the present.

Very respectfully

Almon Brown

197	10.17
179	16.17
<hr/>	
179	94.17
<hr/>	
2	50.50
<hr/>	
20	44.17

Culhoun &
& Clark

25

Mayor Benjamin F. Curry
Washington City

7 March 1833

& Montgomery

1834

on the 28th ~~last~~ 0.
Record. And we further Command
you to make the sum of one Dollar
and ^{Eighty} ~~Eighty~~ Cents as Cost of Appeal. &
have you the said sum or sums
to render in to her the said Sally, &
the Cost of Appeal to the Treasurer of
the Station. Given Under my hand
and Seal at New Clay this 3rd day of
Novr 1834.

San^d. McCoy clk.
pro tem.

I hereby state an Inft was pointed out to me to be valued by Mrs Catharine Lacy, an Indian (Emmigrant) of the following description viz 1 double house each 16 by 16 with an entry between, where George Hale lived, floored in best manner good doors and windows, Board roof nailed on, two good chimneys, stone hearth, backs, & stoves &c valued at \$95.00. One kitchen round log, floored as common \$20.00 1 smoke house round log \$12.00 One bed room round log 14 by 14 \$20.00 1 double stable \$20.00, One cow crib between the stables \$10.00 1 single stable \$12.00. One lat \$5.00 Good Gate \$10.00 One garden lat \$5.00 some rails made up \$5.00 worth amounting in all to \$214.00. & That the same now, standing as though never pointed out nor valued not being within recording in the Agent office or sent to the War Department. Being informed by respectable evidence that the said Catharine Lacy nor any person acting or paid for by the said Catharine ever did do the work as above stated.

14th Feb 1834

W. L. Montgomery
 brother & agent of Catharine
 Ind. Inft.

I further certify that the place where
 Simpson Black was on Long Creek or below
 the Mouth, was pointed out to me as ^{upper} of Cherokee
 Ind. by the son of Catherine Lee, but being informed
 by good authority that she was not a good title to the
 same it is neither recorded, nor sold, nor sent to the War

Department

J. H. Littlejohn, Agent

July 1834

Major W. H. Young
 Capt. J. H. Littlejohn

Catharine Lee

J. H. Littlejohn

136.

Letter of In-
structions to
the Delegation
composed of
the treaty party.
April 1834.

1825

The Following Pages Are the Best Available

#89A

Journal of Proceedings relative to Cherokee Treaty

At Athens August 31st 1836 Governor Lumpkin and William M^r Jackson left Athens for New Echota. This day on official duties connected with the Cherokee Treaty and arrived at that place on the 2^d of September. A Meeting was held on the 8th with that portion of the Cherokee Committee who were in attendance viz Elias Woudenut, John Ridge, William Redfern, John Jumper, Henry Chambers.

From the 8th to the 13th continued at New Echota making arrangements and holding conferences and corresponding with various Officers and Agents of the Government on business appertaining to the execution of the Treaty.

Obtaining no satisfactory information in regard to the attendance of General Croft the absent Commissioner it was resolved to give public notice and invite all persons having claims under the Treaty to attend at New Echota on the 10th of October next for the purpose of presenting their claims. On Friday the 15th September received of Major Perry a list of his appraising Agents. The Major also reported that they were all on duty except in Alabama where he would

have them in the field without delay
 Saturday the 17th of September proceeded through much
 difficulty to Spring-Place, where we were in-
 formed that Rep's Council had, as was anti-
 cipated, commenced on the 15th and that it was
 numerously attended by the Indians &c.
 Having accomplished all that could be done
 in connection with business at this time, it
 was determined to proceed to Athens in Georgia
 as a place better suited to carry on correspon-
 dence with the Government on the subject of
 our business and spending a few days at
 home. We accordingly proceeded and ar-
 rived at Athens on Thursday the 21st of Septem-
 ber, from which time to the 27th of October
 much of the time was spent in writing up
 the various correspondences upon the Chero-
 kee subject.

October 3rd Left Athens for New-Echota where
 we arrived on the 11th and again met with
 disappointment in not meeting Genl. Arch-
 ar Jones' Genl. We found the following
 members of the Indian Committee attending
 viz John Brown, Elias Boudinot, William
 Fisher, John Hunter, Parr & George Ch-
 les who after waiting two days, reported
 that the remainder of the Committee had not
 yet arrived, and that Mr Boudinot had
 been informed that they had proceeded
 to fill the vacancies in their Committee
 by the appointment of G. M. Dair, Joseph
 German, A. S. Liska, Wm. Martin, Samuel
 Bell, T. L. Lister, and J. H. Smith.

During 15th October, up to this date received and
 registered various papers & claims of Individuals
 residing under the Treaty, all conferences &
 with the Committee, other persons having

claims, explaining to all concerned every thing
thought to be necessary towards furthering the exe-
cution of these Treaties, received and filed the papers
of Eschey Downing, George Taylor & Nelson Downing from Mr.
Nethy Elliot, also the claim of Richard Edwards of Cherokee
County for logs supposed to be stolen by Indians.

Sunday October 15th

Cherokee Preaching in the Public Buildings

The Sabbath being a day on which all worldly
business is suspended, and a season set apart for
devotion, that portion of time set apart for religious
observance for religious duties, I went to the
building, but heard an Indian singing before I left.

Monday 16th

Proceeded to business and examined various
papers embracing claims under the Treaty.

Tuesday 18th

After writing a letter to Mr. Willetts urging the
propriety of legislation confirming the laws of the
State to the provisions of the late Treaty of Cherokee
visited the Cherokee Council at a meeting held at
explained to them his views on claims to the
duties of the Committee & recommended & suggested
such modes of transacting their business as would
in his judgement be best calculated to ensure the
success of the Treaty, and to be their ap-
pointment. A letter was written to the appropriate
agents - respecting the valuation of John Dawson's
improvement &c.

Received the notes and papers relating to the
claims of John Dawson.

Catharine Harbin's claim presented in an ap-
plication of Col. Cobb Harbin in relation to a description
under the Treaty of 1819 secured, the papers filed
for examination.

Received of David M. Harbin an execution on

of Benjamin Abel or Andrew Taylor - supposed to be a person entitled to native rights - and supposed to be entitled to something from the Government for his improvements

Received a certificate of the valuation of Robert Brown's place in Tennessee - valued by Montgomery Davis and Henderson in the year 1834 - enclosing a paper from - sent it to Elijah Rice -

Wednesday 12th October

Received various notes of Daniel & Woffington viz
 one on Isaac's place for \$40. 2 1/2
 one on Andrew's place for 58. 00
 one on Jacob's place for 113. 15 3/4
 one on Henry's place for 51. 56 1/4
 one on Ezekiel's place for 08. 54

Received various notes accounts & claims of General James Humphreys against the Cherokee People

Received from Gen. Wool a letter accompanied by a copy of an address of John Ross & others purporting to be the result of the Red Clay council held from the 15th to the 30th of September 1835

Received letters from G. D. Harris Commissioner of Indian Affairs in answer Gov. Lumpkin's letters of the 9th 10th & 12th of September last, which letter was taken up and considered and answered by the Gov.

Gov. Lumpkin prepared two letters to Gov. Ashley urging the importance of having the Georgia laws conform to the Cherokee treaty so as to prevent all conflict between the State and Federal Government.

Received from Gen. Wool a communication on the subject of paying for the subsistence of

Indians, before his arrival in the country and furnish-
ing subsistence to the indigent at this place when
on business.

Thursday 20th Oct^r 1836

Attended to business generally

Friday 21st Oct^r 1836

At the request of the Indian Committee attended
their sitting this morning for a considerable time. The
Commissioner Genl. L. discussed various business in
relation to the best mode of conducting their business
and presented his views on explaining the contents
of the late treaty on points submitted.

Received a letter from David Walker in relation
to his claims against the Government, also received from
David Ray, the two executives referred to in David
Walker's letter.

Saturday October 22^d

Received and filed an execution in favor of Nelson
Dickerson vs. James P. Chickel.

Sunday 23^d

Monday 24th

This day was spent in correspondence and giving
instructions to various persons in regard to present-
ing claims &c. - A letter was addressed to Messrs
Boudinot and White instructing them on the sub-
ject of obtaining rations for poor Indians who
may attend the Commission on business.

Received for collection of D. Martin's note against
Owl - gave the necessary instructions to Mr. May.

Tuesday 25th

Received and filed John Blatch's claim against
the Estate of David Cordery

Received of Mr. Johnson Hecox a list of the
claims & papers which had been recommended
by the Cherokee Committee as claims provided

for as speculation

Wednesday Thursday & Friday 28th 29th 30th Oct 1836

Wrote letters to various persons, copied and forwarded the same by letter to C. D. Davis (Commissioner of Indian Affairs) with accompanying documents. One to the Hon^{ble} B. F. Butler Res^t Secretary at War - One to Genl John E. Wool, one to Genl William H. B. to C. D. Davis. Also received & registered various papers which had been presented to & approved by the Indian Commission and after consideration postponed & referred to the Commission. Received also from same Committee three claims reported by them by Robert B. Baum & Co. & others and the same here.

Thursday October 29th

Received and put on file Charly More's claim for valuation of a Pony on 10th Nov -

Friday 31st Oct

Received notes in favour of Mr Hale & Lewis Hopp presented by Mr. Ar. Received also of Mr Orr a large packet of notes & perhaps other papers, containing the claims of Mr. Mountcastle on Chiriqui -

Saturday 1st Nov

On this we left New Echota for Spring Place, in consequence of the non-arrival of the other Commissioner - from which place we embarked at 10th for Athens Ga, to get the draft for one thousand dollars which had been transmitted to me from the Treasury Department, cashed - &c - leaving Wm H. Jackson at Spring Place to receive such communications as might be sent from Washington or elsewhere on public business, and advise him of the same, and also to notify him of the arrival of an Associate as soon as such an event should take place - on the 9th Nov Wm H. Jackson in consequence of written instructions of Genl Lumpkin returned to New Echota, to notify the Indian Committee to hold no meetings of said Committee until both Commissioners were on the spot. Having done this, he and the Interpreter & family returned to Spring Place the next day

During my residence at Spring place received several communications addressed to the commissioners, and met with, and conversed with several persons interested in the provisions of the treaty - The communications were handed over to the Gov^t on his arrival on the 21st of the month
November 22^d, 23^d

various letters were answered & correspondence carried on with different officers & Agents of the Government on business connected with the execution of the treaty up to Thursday December 1st

Having received a visit from Major J. J. Crawford with him on subjects connected with the Public Duty and received and answered letters from the Cherokee Committee, and sent an answer to Mr. Linn. I continued engaged as above mentioned up to

Monday December 5th

When Mr. Kennedy arrived, introduced by a letter from Col. Williams of Knoxville

Tuesday 6th

This day was spent in having before Mr. Kennedy such papers and instructions as might place him in possession of such facts as would enable him to enter upon his official duties with advantage

Wednesday 7th Dec^r

Proceeded to New Echota & put up with Buchanan for the night

Thursday 8th

Took lodgings at Capt. Mays & proceeded to business Received & filed the notes of A. H. Johnston, four in number, against Snake Smith by the hands of R. M. Cook

December 9th

Received the obligations of Major Hawkins on the Cherokees

Dec^r 12th

Received a note of Keller Moore given to S. H. H. H. one of the names to be given to Jonathan Walker, one of Jonathan Walker to Geo. M. Swander a letter

was written and sent to the Indian Committee, to incite them to expedition about their adjudication, or preparation of spoliation claims & other duties. Commissioners acted on the spoliation claims, allowed by suspended decision on three. Received a communication from Gent Wood enclosing a complaint of John Ridge in behalf of David Connerenne for the loss of two negroes stolen from him by Sam. Miller & Jacob & Nicholson and another of Moses Daniel relating to his being dispossessed.

Received a letter from John Fidler complaining on behalf of Cat Fields & Mr. Blackburn of property being valued in the name of persons not entitled to such valuations.

Dec 13th

Received eight notes of Mrs. Treadaway, and a letter from Sarah Dick, on the losses she experienced from being dispossessed of - Pritchard's papers, relative to property stolen by Swimmer.

Dec 14th

Received Dick Churchwell's of certificates versus Cherokee nation - also Isaac Lindsey's account. Notes of Col. H. R. Jack for collection.

Dec 15th

Received a note Archy Downing to Walter H. Patton - also Jacob West to C. D. Reese - notes of James H. Tyffe against Cherokee - paper left by the Hunter, and a note of David Watie for 300 acres - also Lieut. Chisley's notes.

Dec 16th

Received a letter with enclosed papers from Jas. Ridge - also Dr. John Smith's objection on E. Myers copied a letter of this date from the Commissioners to C. D. Harris, Commissioner of Indian affairs.

Dec 17th

Received a paper purporting to be a claim, ^{of Young Pappy Chisley} against the U. States for expenses incurred in the Government not emigrating him and family when he was ready to go to Arkansas. Received a paper from the testimony of affidavits of Alexander McCoy & others was written to John Ridge, President of the Indian Committee.

by the commissioners, on various subjects relative to their duties, about
some of which the ideas of Mr. Hedge were very erroneous. Received
a paper on the subject of an omnibus to value Mr. Dean's (of Alabama)
improvements. The following papers &c were received between
the 20th December 1833 and the 12th January 1834. viz
a letter from George L. Curry, Little John C. & Haines
& Inducio & Hove's letter enclosing an order of John Taylor
in favor of said & Hove for \$5000 Dollars ^{and returned to 23rd Jan 1834}
two accoutments of said & Hove versus Stephen H. Hove.
Letter from J. W. Curry - Little John C. & Haines charging
in fact for Hannah Paine, charging caveat against the
claim of George H. Hove & John Hest &c to a cave hole for
\$4400 dollars, Edmund Hall's application for re-
surrection of his improvements, complaint of J. H. Hest
Copy of Johnson Rogers' valuation, Lasley's certificate
relative to the purchase of an improvement in the occu-
pancy of the Samples and sale of said improvement to
Sam'l W. Bell - Letter from J. W. Curry - Little John C. & Haines
certificate of dis possession of John Hest & John Hest
Curtis Green vs. Hest & Hest's claim against Hest &
Letter of J. W. Young on the subject of emigration
- J. W. Curry - Little John C. & Haines - Little John C. & Haines
Memorial of Little John C. & Haines - Certificate of De-
monstration on a claim of Hest & Hest - Letter from Hest &
D from D on the subject of Cherokee papers and
records - memorandum of J. W. Curry - Little John C. & Haines
non valuation of J. Hest & Hest's place in any sample
Letter from Mr. Hest & Hest - agent Cherokee & Hest of valuation
of Wm Vann's property - Little John C. & Haines - D Hest's claim for
damages against Hest & Hest for not removing him in Hest
last - Claim of the heirs of Hest & Hest - Revocation of
power of Attorney by Hest & Hest - Letter from Little John C. & Haines
inclosing directions in copying a letter to Little John C. & Haines

Jan 14th

Received David Hest's claim to a cave & Hest's re-
surrection valuation on Hest - Hest's papers & papers
Johnson Rogers' valuation of a place - Hest's claim

placed an execution of House of Abraham & Elijah Hicks in the office.

London Jan^y 19 1837

Received Charles Clark's note placed on file by John Camp
William Fleming's claim for house alleged to have been stolen
with affidavit. Also a paper from John Hunter containing
a valuation of improvements by Mrs Rogers & Johnson,
with a petition from the Throbee & Hunt to the Hunter for
relating to a reservation the affidavits of Philip Bracker to
reservation claim, to the Hunter to reservation of Volney Smith
at Pittsforth, John Briggs to a reservation to the Hunter in
John Briggs to a reservation to Volney Smith. An obligation
of John H. H. for \$500 dollars by the hands of
the Hunter to the Hunter to Charles M. Collins.

Received of the Hunter a notice of an omission to
submit the following documents to be valued to the Hunter
for the Hunter. Received from Rob Johnston & Ab'l H. H.
a notice to the Hunter of the 6th December last on the
subject of a reservation of postage on that form. Postmaster
General having no power on the subject.

Received of the Hunter Mr Garrison's claim for reser-
vation of Nath' Waters's account. A letter was received from
the Hunter of the Hunter recommending Mrs W^m Chamberlain
as conducting Agent. A authority given by letter to George
W. Curry to discharge the duties of the Hunter performed by his
deceased brother. Also a letter from the Hunter received the account of
the Hunter Garrison for services rendered Charles \$4000

Jan^y 19th

Received of Mrs Rogers' statement with regard to his claims versus
Joseph W. Collins & David Corbry dec^d Judge Underwood's
argument in favour of Charles's claim. Matthew ^{Fleming} ~~James~~ of
the Hunter of the Hunter's memorial on the subject
of his improvements & valuations to John, yes, see Hills, in
John Hills, in the Hunter's claim against Jack Case & Co
in the Hunter's claim for stolen hogs, against a

Indian called Atley. Isaac Pickle & claim for stolen horses.
Notes on the 18th the Commissioners order J. W. Young with the power
of his Probation. Major D. B. Young received a note a. Rogers should
be appointed and a letter written to John Lodge to convene the
Chester Committee. Nathaniel W. presented an execution of John
P. Cooper against Richard Freeman and two copies said Cooper were
Edward Freeman & Nathaniel Freeman. Transmitted by
W^m J. Jarvis

January 21st

Received a note for the return of Major D. B. Freeman to William
H. Johnson. the property of William D. B. Freeman. Also a letter
paper being ^{one} note and one of Mr. Henricks the property of John
D. Boston. John Hare's obligation to D. B. & Duncan. Accounts
of Freeman & Brush in the water & land. Also for
detention. Also ~~the~~ two notes given by ~~him~~
Cott and the other by John F. M. Coy -

21

Received Tah-noo-he-lah's note to Jacob Richardson and a note
the property of Mr. Rogers given by David Welch to Alfred Deek
four notes on individuals. the property of Philip G. Fisher
Robert Miller to Westly Farnshaw, W^m Hall to Deborah Love
W^m Hall to James H. Love, W^m D. B. notes, & Nicholas
Smith & U. S. claim & Esther Rogers for a horse. Claims
of E. C. Rice notice of Col. Williams about Mr. Pitt's valuations
of Aaron Webster vs David Cordery. Eliza Webster &
the same. Cordery, Hannah Perry's claim for improve-
ments. A note of C. J. Thornton & J. Martin property of James
Kellogg. Philip note (2 of them) against John Brewer
And Garter presented four notes - two of them given by W^m
Beamers & two by Annie.

Sunday Jan 22nd 1837.

Received letters from C. Harris dated Jan 3 & 4. the former
D. B. Cummings on the subject of misspenciers, and one from
Rev^d J. P. Cashier Bank of Augusta.

Monday 23rd Jan

A letter was written and sent to Rev^d Wood. Also letters to C. D. Ham
acknowledging the receipt of communication from him of the

29th & 30th ult^m and 3rd & 5th inst, and on subjects connected with the treaty
 a letter to the Successor of John Brown by Gen^l Nat^l Smith -
 received Claim of E. C. Rice for Brown's note for \$762.62¹/₂
 John B. Talbot's petition for repossessⁿ of Farm in Tennessee
 order of Geo. Gunter to Gen^l Andrew. Moore for \$4433.15
 Elijah Thurmon's claim for spoliation Hannah Perry's
 claim for spoliation Henry ^{Hugh} ~~Moore~~'s application for a sale
 of Edward Moore's claim for a stolen horse Stephen
 May's claim ag^t the United States for detention, 10th Regt.
 killed in the papers two of which are executions. 1st Com^d
 of David Gordon, and the third an ap^t of said Com^d against
 Geo. Wickell, Indiana. requires protectⁿ against Indians being
 employed in civil affairs. Major Dodge's statement in regard
 to the amount of his horse valuations. John Kirkland's claim for
 detention.

January 24th

A letter was written to Gen^l Wool and another to Dr
 Philip Smith. Received Mr. Mendenhall's notes (9) from
 Alabama, to Gen^l Smith, to W. C. Smith, to, that Mr. Coy to
 Edward Travis. Mr. Ammon to S. Hoyle (2 notes). S. Holt's
 bond to John Martin Treasurer of the Nation. deposition
 of J. M. Coy on L. H. Allen's claim, brought by Judge Underwood
 from Dodge's letters to S. W. Henry. That look to George K. H.
 Atkinson's note to Geo. to Halden, that Faint's claim for
 stolen horses, copy of record of Ephraim Walker vs
 Joseph Gutchfield Executor of H. - given notes of Thos^l Freedway
 notes of Freedway & Perry Mr. Farland's notes with list
 of notes of Geo. Lamar

Jan^y 25th 1837

Received two notes the property of Thos^l Freedway and one
 owned by W^m Halden, two notes of Sam^l M. Cannon to W^m C.
 Smith, Sam^l Smith's claims for stolen property. certificate of William
 C. Henry about dispossession of Henry's land, received several
 claims of Cherokees against the United States for detention
 of Sam^l Halden's papers against Jacob. Nicholson notes of John
 Lamar, a note given by John Halden to Justice Tiler to Robert
 Cameron - the affidavit of Jesse Godwin's daughter relative
 to property charged as stolen by Indians.

Declaration of claim of Hannah Perry, Bartlett and others with
witnesses. A B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. - filed notes of John White
of Columbus Tennessee (Bin number) and Transcript of
Philip Coleman v. Intero No 2

Thursday Jan. 20 1837

Received John H. Jones' claim, and a petition of Edward Adams
for spoliation of his claim of West Choke for spoliation. Also
M. Lynch's affidavit, copy of orders and letters of administra-
tion L Cunningham Esq. of Fran & Nicholson recd. Note
of J. Muckley to M. McLaughlin, Dillard, Love & account
of his demands against Cherokee. John F. Jones' claim for
stolen property. Edward Adams for spoliation.

Jan. 24 1837

Rec'd filed notes of omeyrie to make a valuation of land
on Elowah, claim by Davis, water, and improvement on Rose-
water, claimed by Ka'che'ne'ka. Mr. Farle's certificate
relative to Hogg's competency to receive all his valuation.
J. H. Taylor's affidavit relative to Mr. Williams, formerly Mr.
Marshall's improvement in Tennessee. Letter from H. H. Allen
on subject of Cherokee. Lewis Williams' claim for spoliation.
The petition of Martin D. Church for valuation of his im-
provements. Two notes of Summers to Goodrich. The bill of
bond to Johnson Rogers with Rogers' receipt of the same.
Adams, Stephen Ray's spoliation claim. Sam'l Hays' claim
for ditto. Mrs. L. Baird's claim for the children of Thos. for ditto.
Sam'l Hays, J. W. Baird, W. C. Baird & Co. Walter Baird
for spoliation. Petition of Henry Dave for valuation of his
improvements. Affidavit of Robt. Anderson with regard to
an improvement of Eli Wolf. Thos. Morgan's claim on
Homony Lifter. filed four executions of Conchus & Terhune
v. Edward Houseburg & Liver Chokeas. Note of David Anderson to
J. D. Vincent & Sanders. Notes of W. C. Smith proc'd by J. C. Smith &
Joseph Cutlerfield, Jackson Luck's note to Ke'sitaki. A note of
Calvin Wolf to Archy Downing. Received an Op for J. B. Adams
of Conchus & Terhune v. Keller Moore. George C. Mountcastle's
notes or papers. Received a letter from Sam'l Smith and replied
to it. Petition of D. J. Baird for valuation of his improvement

An account of James Gaston M^r for professional services.
received Howard Himes's note on New York for \$10.00 notes
Himes Himes's note to Paul Water, in execution of the Elmore
sewer Co's. Order. Bill of exchange for valuation of improve-
ments.

May 25th

Dear "Education of Negroes & the South" with regard to the value of
of the book, please to separate property, -

Col. Caleb Shaw of New Strong's objection relative to Nelson's
reservation claim - find John W. Gray's notes, James D. Taylor
claim for improvement in France - Henry M. Coe's cor-
respondence with regard to an improvement patented to Joseph Smith
and claimed by Peter W. Martin. - Petition of Nelson for
his valuation of improvement

Letter of Thos. J. Taylor relative to debts which he wishes to
cancel before he dies - His funds Samuel Adams's
petition for spoliation - Petition of Andrew Bopp for an increase
of valuation & his King - Note of George Snake to T'sa'tis'kee, the
proprietor of Indian War - Spoliations from B. F. Blair & Stephen Ray
Petition of Lucius and William Reed as regards valuation of
improvements, filed as account W. M. Cowan versus Johnson
Fields acknowledged by John Fields to be just in presence of
Mr. Tenney, two notes of John West - property of W. M. Cowan
valued by inv. Tongue - John J. Weaver's notes on
Kendall.

Monday January 31st

Received & filed a list of mules the property of R. J. Loyless.
Letter notifying of Pease & Lavender. Notes & accounts of W^m H
Cowan. Letter of Mr. Phelps of the City. Also of John Hardwick
concerning his claim for detention, Longskell & also also
received John St. Wayne's application to have his improvement
valued near home. The commissioners wrote and sent two
letters to Col. Mann's superintendent of Indian affairs.

Capt. Beecher's petition for valuation of improvement. The Commissioners have been engaged from last Monday in all identifying claims & different farms against the Cherokee. Col. Williams deposits a note of Westly in Caliber some

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Thursday Jan^y 31 1857.

The Commissioners allowed Andrew Rupp the sum of \$8875 as his correct ferry valuation. received notes of Geo M. Laverder Archy Downing claim for spoliation - Certificate of John Ridge relating to a debt of Cawler to Ruppel Slave. - John Fields note on Cherokee Tomorrow. and same on Spring ferry, alias Ruppel's note on James Orison Smith - Lewis Cunningham on Bread-Cutter - Received and filed resolutions as Interpreter. - Aaron Wilkenson's petition to have his improvements valued, Jas M'Intosh on same subject. Leonard Ricks and others on same subject. Thomas J Davis for George Furber vs Jonathan Mulkey, received notes of Geo M. Laverder - Received and filed notes of W^m B. Ruppel. sworn before M. Kennedy. also the note of John DeLeon.

Claim of Mrs K Tate, a Blacksmith, for damage done him by the United States troops, under the direction of the Cherokees, with two recd. of documents.

February 1st 1857

Filed a note of Turtle Hill in favour of Jth W. Swan
Petition of A. Rawlings vs the payment of Nancy Ember-
lake's improvement. Mr Vann's claim to the valuation
of two small places said to have been valued to Sally Jackson.
— claim of Dan Laggy Mills for detention. — Mr Vann's
claim for detention — Omipier to value Jackson's places.
Peter Barber's petition for a valuation. — Mr Jackson of
Polly creek's memo of valuation of land of Thompson's place
if overvalued or not. L^a Young's statement of omitted places
belonging to Man-Striker — Recommendation of Wth Lobbey
to emigrate himself. Memorandum of Omipier to value
Polskuntzney's place in Gilmer county

Anley Lopley's claim for detention - John Sanders
petition for re-evaluation of his improvements -

Wm Lapsley's certificate relative to an improvement
claimed by Sam^l W. Beebe & others, by purchase from
said Lapsley -

Petition of Sam^l & W^m Hicks to transport themselves

to the west. Robert Wells deposition and renewed note
against Charles Gribble - Andrew Allen against Ezekiel West
the note for \$400 dollars - James Washington note against
Ezekiel & George West - John Williams note against the Court
of John H. Adams against George H. Adams
Lancaster's account to George - Lancaster on Cherokee
Settlement claim of W. C. - Note of James Daniel & Co
against - Bankers for \$21.00 - William H. Adams claim for
the bill with Dr. Walker's affidavit - A paper left by Andrew
H. as a security account a claim being again presented for
payment - Papers of the Trustees

Johnson Thompson's papers - in relation to his settlement
received and filed W. Williams's notes.

Filed a note for eighteen hundred and eighty two dollars given
to the State by John A. West

February 3

Filed notes of James H. Adams of Dr. Brown & Joseph Adams -
an execution against Walter Adams in favor of John Adams
James & Nathan Hicks - also assignments of John H. Adams &
Nathan Hicks of title of a ferry on the river. Charles
Adams - also notes from Dr. H. of omission to value
property at first landing - state to be the property of the heirs of
Richard D. Adams. H. Adams & John Adams -

Filed notes & accounts of Daniel Adams - Jack Hawkins
petition for expenses incurred in recovering stolen horses

Filed Thomas H. Adams & Co against Cherokee -

Filed John Adams & Co against Davis Page - George Hicks ap-
pears Cherokee - John Williams note for \$500 dollars
to John Adams Thompson -

Received the A.C. of the Foster to James Daniel & Co
the balance due being \$1.00 & 8/4 - Commission to value John
Adams' improvements four miles below New Echota, also 17th
August. two notes of Andrew Adams to the State -

Filed George Adams' claim of value of stolen property
of value \$100 - John Adams' claim for stolen property

The petition of John Adams claiming property valued to
Drury Adams' received of John Adams & Co. Adams &
Adams have Adams' Adams' life against Cherokee.

Friday Febr 3^d 1837

Received various claims of Cherokee against the United States for Detention, viz Deck-Cott, Hul'kul'lee'kee, Bear-meat, Archy Howe, Ben'na'dah'kee, Big-Corn (Grown 1804), & Dinky Haines - with a notice of omission to value these places, one in App. another in Dist town, and the third in Walker. Petition of Richard Moore with a William Hicks - Ditto & Hawkins for payment of \$1000 Brown's note out of Richard Brown's valuation. Ditto Smith Weston praying payment of a demand of \$104.33 against John Foreman out of said Foreman's valuation. Received & filed Papers in evidence of Joseph Hutchfield's title to cultivation & improvements. Claims of George M. Lavender filed this morning for \$423.50 - Papers of Henry L. Simms. Henry & Mary Ann's Ap against Mary Swimmer. Claim of W. Tail & Sampson's location in Big White valley. Papers of Judge Unknown. W. S. Galt's claim against U. S. for detention. Deposition of Joseph Hutchfield on Evans & Nichols' State. Claim of Dougherty to the valuation of Gramer filed. Lamar handed in notes which are filed. Two notes of Jacob E. Wallace filed a note from Jack of A. P. Cashin. & Letter from the Judge recommending Hutchfield to receive proceeds of his valuation.

Saturday February 4th

Received and filed Marion & Lavin's (Lawyers) claims against the Cherokee Nation - Amipera to value Bishop, or Lumberland's improvement - Ditto Blackbirds - Ditto Elizth Jane Park Taylor's Ap vs United States for detention. Filed John Rogers Guarantee of Daniel Griffin's being a fit person to receive money. - George Martin's Ap with Pat Daniel & Co - John B. Beavers against E. K. is'ca, or Hornum's Letter - John B. Beavers against W. C. Carter & wife Betty. Filed Chasley's list of notes. Papers of Mr. Elizth T. Galt. Town & Alliance of Peter Doby to S. Rogers, in & to the W. S. to John Hunter.

Febr 6.

filed a letter from Chasley on Betty Galt's claim for release -

Filed Mrs Brown's papers, with relation -

Petition of Joseph Conchfield, about ten negroes, and their
 2. United. Sales - Note of James Milnes to Dick Scott for
 \$24.50. February 5th

Follow the following Report on Notes of comparison to value
it as her improvement in North County Geo. The Governor's
claim of 1/2 share & value. The Pick is the Estate of the
father. The mother with Pick's appointment, presented by J. Williams
recommendation of the State & Andrew Samuel to secure
a part of their estate. After from John Pick on the subject
of a valuation being supplied made to Great and a part to
United States. The Pick's share is wife, Pick - Alexander's
claim of 1/2 share. In 3/4 of The Pick's &
David Pick's account, pick a share to W. A. Henderson on the
subject of his legal compensation from Tribune Magazine, Geo.
Horton.

January 11th

Thence I passed on to the Church & several claims
of Churches in relation

Employed daily in registering the names & valuations
of the churches taken from the books of the valuation
agents.

[illegible]

1. The first part of the paper is devoted to a general discussion of the problem of the existence of a solution of the system of equations (1) for arbitrary values of the parameters α and β . It is shown that the system has a solution for arbitrary values of the parameters α and β if and only if the condition $\alpha + \beta = 1$ is satisfied.

... ..

... ..

Thursday 23rd

John C. Clark's statement with respect to his
 claims on the company contain several agreements
 between him and the company regarding his shares.

For a considerable time the Commissioners have been
 engaged in examining and adjudicating claims
 against the Bank of Merchants & the business
 of the bank is not progressing the same valuation
 of the individual shares has called for all the
 attention and care of the Secretary.

February 25 1837

John C. D. Fasham's caveat against the payment of the
 of a share to John Fasham

Monday 27th

John & James A. Allen from John Cabot to W. W. Cowe
 to receive from the Commissioners the one half of his val-
 uation money

2

The 12th Art. June 9, 1835. supposed to mean, in the division per capita, the interest of all men, had an actual residence in A. C. June 9, 1835. prior to the Treaty 1835 and which became citizens of the State where they resided at the date of 1835 and those who might wish to become citizens of one of these States. None are to be excluded from the benefit of distribution on account of being foreigners in violation of the laws of the State respecting that they (those who remain so fast) shall be qualified to take care of themselves and their property. All are to be admitted as distributees. The distribution to be made per capita, equally among all the individuals, residing last in that except the "old Settlers," found in existence at the time distribution shall be made in each distribution is entitled to his own right but no dependence upon the law of the State where the distribution shall be made. No one, except the "old Settlers," of children, to be paid to the family, children of families, whether male or female, to which the children may belong. The opinion as to distribution under the appropriation of \$189,411.64 2724.00. The authorities of the Cherokee Nation not competent to receive the "per capita" distribution.

These individuals, entitled to share in the distribution are to be

3 by a committee of 5 persons,
ascertained and identified in such
manner as the Secy, Dir. by the advice
and consent of the President shall
deem correct - Refers to the whole number
Then ^{those} who have elected
to remain last of the Miss. River for-
feit no right in the per capita dis-
tribution and their removal
is not a prerequisite to their
being paid their distributive por-
tion -

A committee of five persons,
to be appointed by the President, to
settle, in connection with an Agent of
the U. S. The, the accounts of the old
settlement, or other matters.

To
The commissioners of the U. States,
Gen. Sumption & Col. Hunday

The Committee of the Cherokee Nation
representing the interest of their people, take this method to
address you on subjects of importance to our people.

When we entered into the treaty with the
Govt for the purpose of relieving our people from their intolerable
state of affliction, which resulted from state encroachments upon
their liberties and property, it was done with the fullest assurance
that there would be no unnecessary delays, on the part of the
United States in regard to the ratification of the same.

The treaty was signed at New Echota on our
part in the 29th December 1835, and it was ^{not} ratified until
May 23^d 1836 by the President of the U. States. In concluding
this treaty we secured for our people the short term of two years,
in which we could effect the migration of our whole nation
to the west. And if the treaty had been early ratified, we should
have had time to get the settlement of our claims & relations com-
mencing in the month of March then ensuing, and our people
could have removed early during the last fall without any
difficultly or embarrassment.

But in addition to this great delay has
occurred to our removal, and to the execution of the treaty,
by the failure of Gen. William Canell to attend to his duties
here and in respect to the President to urge the necessity of
Gen. Canell's attendance, as Gen. Sumption has a special commission
for his arrival in the country.

The President sent word that Gen. Canell
would be on as soon as possible, which expectation was also
disappointed. It appears that the President had the promise
of Gen. Canell that he would attend to his duties when
he left the advantage for the Govt of Govt, and that
the negotiation of the Commission, was so long delayed
that his successor could not be appointed, and obtain
his appointment & prepare to move on here for this country.

until within a very short time. It is now winter and a great many of our people are now buying provisions, grain and provisions, at an advanced price to what they had sold in making their preparations to emigrate as soon as they could get their money from the Govt. Besides the loss of time in consequence of the want to emigrate, the churches are now under heavy expense in sustaining their families with food - grain and provisions for their wives.

We had added to this, an increasing number of creditors for furnishing supplies and clothing to our people, for which they went in debt under the expectation that they could pay from the amount of the m^y. If this thing had not occurred, it is presumed we could not get above 2,000 of our people removed during the next fall and the ensuing spring.

The cold winter has set in, and although most agreeable winter is felt by a ~~very~~ large body of our people to remove as soon as they can get the means, many will suspend their emigration until a more favorable season. In a great many instances the people right to their improvements has been sold to agents of the U. S. Govt, and they will in a short time be compelled to give them up.

Even now with the greatest dispatch there are of business on your part, in your various duties, & the known fact which you feel to publish on a national, you will not be able to make any payment under the treaty for an entire month. In consideration of all these matters which are of course in the letter, our nation has experienced great damage which we believe the Govt of the U. S. Govt will not wish to pay. We have been compelled to charge the U. S. Govt, the sum of \$1,000 & for the delay on their part, which we are willing should be paid by you to each of our people as we have been injured in consequence of this delay. Our people have commenced already to move to their accounts for

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the subsistence of their families when they are residing in the U. S.

In addition to this, we would call the attention of the Govt that they are under obligations to protect us in our property and persons, while we remain in this country; and if it is not done, the U. S. is bound to indemnify our people for the non protection in the 16th article of the treaty. A sufficient sum of money for this object ought to be appropriated to be in readiness in your hands to render justice to us on this subject.

The Chinese Consulate designated in the treaty to transact all the business with the U. S. Govt, arriving under many, have arduous duties to perform in arranging the claims of their people. You are aware that only a few are capable of reading and writing in the English language, and that the consuls have the labor imposed upon them to prepare and arrange their claims. The incidental expenses of this consular office, consisting of 10 members, their clerks, their languages, will be considerable.

There is no money appropriated for this object. The land and Stationary will also be claims of expense. The amount of money to be appropriated to meet these expenditures we will submit to the Govt and to inform the Government. The U. S. is a great nation, and its movements in Congress are all watched. There are necessarily slow. The present spirit of Congress is a shattering. Therefore it behooves us to keep the attention of the U. S. to this subject as soon as practicable.

In charging the U. S. Govt for damages for the delays ^{incurred} in consequence of the non attendance of the U. S. Consuls, Mr. Cull, it is far from our intention to cast any censure upon the Government of the U. S. or upon its consuls. There are many circumstances and difficulties have arisen in consequence of circumstances beyond their control. The President, with whom many of us are personally acquainted, is the best judge of Chinese affairs, and at one glance is

will perceive that we have been constrained by force of
 circumstances to make this appeal to his administration.
 During his Administration the basis for the removal of
 the Southern Indians have been removed. The Cherokee are
 the last nation with whom he has concluded a treaty.

In this treaty his great humanity and magnanimity
 is reflected. Under the blessing of God the Cherokee
 Nation is destined to be a great and happy nation.
 This fact is demonstrated by the operations of the treaty as
 it is carried into effect execution. This demand which we
 make is only to be understood as giving the U.S. State
 an opportunity to give an other evidence to the world
 of its honor and justice, and to make it a easy into
 execution the promises of the Government to our nation
 in good faith.

New Echola Ga

December 17 1836.

Johnson, Rogers & Co

To Committee,

We are your friends.
 John Ross Pres. Com. Ch.

William Rogers

John P. Smith

George H. Sear

Isaiah Taylor ^{his} _{mark}

Isaac H. Brown

Samuel Stow ^{his} _{mark}

Smith & Shields ^{mark}

Andrew Ross

Archibald Smith ^{his} _{mark}

Prince Martin ^{mark}

J. W. Bell

Cherokee Committee
 to Ridge
 the Commissioners
 Dec 17th 1836.

The undersigned having seen from the instructions from the Commissioner on Indian affairs, that the Commissioners were instructed not to take jurisdiction of pre-emption claims arising under the Treaty of 1835 & 6. between the United States and the Cherokee nation has come to submit the following remarks: It is not the intention of the undersigned now to enter into a discussion of the question how far the parties to a Treaty, who it is admitted, can change, vary, modify, or abolish it in its national bearing, and operation can interfere with private vested rights. I leave that to the Chief Magistrates of the head of the Indian Bureau who seems to think that he has and enjoys a special inspiration in relation to, and has exclusive jurisdiction of, all manner of Indian affairs.

My object is to show two things: First, that according to the 12th Article of the Cherokee Treaty of 1835: certain heads of Cherokee families are entitled to pre-emption rights: That Article expressly says so. And that is not all. So well were the parties to the Treaty satisfied that pre-emption rights did arise under the 12th Article, that in the first Article to the Supplement they say that it is "therefore agreed, that all the pre-emption rights and reservations provided for in Articles Twelve and Thirteen be and are hereby relinquished and declared void. Nor is this all. By the 3rd Article of the Supplement it is agreed, that the sum of six hundred thousand dollars shall be allowed and the same hereby is allowed to the Cherokee people, to include the expense of their removal and all claims of every nature and description against:

"against the government of the United States, not
"herein otherwise expressly provided for and to
"be in lieu of the said ~~rights~~ ^{rights} and pre-
"sumptions - What pre-sumptions? Why, those
that were created by the 12. article of the treaty,
and were declared void by the first article of
the supplement. Is it possible for any thing more
explicit and positive than that those who were
entitled to pre-emption rights under the 12th.
article of the treaty are entitled to compensation
therefor in money under the 3rd. article of the
supplement?"

A. T. B.
18th July. 1846.

The only remaining question is, is Andrew Loyer the head of a Cherokee family within the meaning of the Treaty? - He has resided in the Cherokee nation for forty years - He married an Indian woman with whom he still lives, and by whom he has children and grand children. He has voted in their elections, and participated in all their impositions and privileges as a separate people; and never paid taxes or voted anywhere else until after the Country in which he had cast his lot was ceded away, and the people with whom he had identified himself for woe or for woe were compelled to add another alienant name to the tale of Indian emigration which is destined to move itself away on the shores of the Pacific. It is true he is a white man. But his wife is an Indian woman and Cherokee blood flows in the veins of his children. He was at the date of the Treaty to all human intents and purposes the head of a Cherokee family, and has proved himself to be such by fulfilling to his Cherokee wife and her children the duties of a husband and a father. The Supreme Court of the United States by an uniform course of decision, have decided that a white man may be the head of an Indian family. See 2. & 5 Georgia 144. & 432. (S.) 323 See also 2. Howard 571.

The Treaty of 1830 with the Cherokees employs terms stronger than the Creek Treaty. The term there used is each Cherokee head of a family and yet the Commissioner of Indian Affairs the Secretary of War with the sanction of approbation of the Attorney General avow that a white man who had married an Indian woman was the head of a family. I allude to the case of Isabel Hancock and will produce the papers if the case should in the judgment of the Commissioner's defense at all on this point. In every light in which the case can be viewed I am of opinion that Taylor is entitled to the value of his pre-emption right to one hundred and sixty acres of land unless the 3rd Supplemental article is to be entirely disregarded and held for nothing.

all which is respectfully
submitted

J. V. Bigg
for
Gen. Taylor

The value of Taylor's land at the time he was
acquired of it was fifty dollars per acre, or
six thousand four hundred dollars.
He would have had to pay to the government
two hundred dollars, that being the amount
of the minimum price at one dollar and twenty-
five cents per acre. Had not that from six
thousand four hundred leaves six thousand
two hundred for which he pays a citizen's
way issue.

J. V. B. B. B.

for the Government.

Washington July 18. 1843

when a new register of these names is to be filed in
 the Office of the Cherokee agent. This shall be kept open
 until the Census is taken as stipulated in the 2nd Article
 of this treaty. This is the first treaty between the United States
 and this tribe of Indians in which the right of individual
 property ~~is recognized~~ in the soil is recognized by the
 government of the United States and which after contracting
~~for the whole of the Territory~~ with the nation & for a portion
 of their territory, they stipulate upon certain conditions
 specified in the articles already quoted, to give to the
 respondent for life, with a reversion to his widow and a
 reversion in fee simple to his children. By the 2nd Article
 of the 27th of February 1829, it is stipulated that "The United
 States agree to pay, according to the stipulations of the treaty the
 8th of July 1817 for all improvements on the land lying with
 in the Country ceded by the Cherokees, which had been made to
 the land, and also agree to allow a reservation of six
 hundred and forty acres of land to each head of any
 Indian family residing within the ceded Territory, those
 enrolled for Arkansas excepted who choose to become
 citizens of the United States in the manner stipulated in
 said treaty. This in my opinion is a repetition of the 8th
 Article of the Treaty of 1817 so far as reservations are concerned.
 There is no allusion or reference to pre-emptive rights in
 either of the Treaties of 1817 or 19, nor indeed in any other
 Treaty with the Indians, so far as my researches have gone,
 until the Treaty of the 9th of December 1835. But the
 policy of the government is manifested and a disposition
 evinced to recognize individual property in the soil
 by the treaties both of 1817 and 1819.

The Treaty of 1835 formed the rights of individuals in the sale of the Cherokee Country, precisely as they were left by the Treaties of 1817 and 1819, no alteration having been made in that respect in the meantime. The Treaty of the 9th. December 1835 cedes to the United States all the land belonging to the Cherokee nation east of the Mississippi. At the date of this Treaty the Cherokees were greatly divided upon the subject of removal. And it may be safely asserted, because it is fully proved by the contemporaneous ~~past~~ history of that period, that the Treaty never would have been ratified without a fierce and bloody conflict, if provision had not been made for those who were averse to removal east of the Mississippi. Hence the 13th Article is inserted providing in express terms that each head of ~~family~~ Cherokee families as are desirous to reside within the "United States of North Carolina, Tennessee and Alabama" subject to the laws of the same, and who are qualified or calculated to become useful citizens, shall be entitled "on the certificate of the Commissioners, to a pre-emption right one hundred and sixty acres of land, or one quarter section, at the minimum price, so as to include the present building or improvements of them to reside there; and such as do not reside there at present shall be permitted to locate within two years any lands not already occupied by persons entitled to pre-emption rights under this Treaty. —

The treaties of 17 and 19 gave 3200 acres of six hundred and forty acres to be sold of families upon certain conditions specified in those treaties. The Treaty of 1835 rather it is argued or spoken the quantity granted

quantity granted by former treaties did not entirely
 disregard the sacred considerations of honor, and all
 the endearing recollections that cluster around it.
 Hence, in that spirit which had not entirely and
 forever fled from the councils of peace in
 their intercourse with the Indians, the original
 owners of the soil, by a little (compensatory) effort
 by time sanctioned by intelligence and covered
 over with the awful load of immortality;
 the parties to the Treaty of 1735 put in the power of each
 head of families as proposed the prescribed qualifica-
 tions and complied with the prescribed conditions,
 to remain within the pale of civilization, with the view
 that they might rear their children in such a manner
 as to qualify them for usefulness and respectability in
 this life and for happiness in the next. This was an
 object worthy of a just, a generous, and Christian
 people. If it be conceded that the motive that led to the
 formation of the Treaty was the acquisition of the Territory
 and the substitution of the government of the United States
 for the ancient political structure which the Cherokee had
 created for themselves, it becomes needless to enquire
 what were the inducements which led to its formation
 on the part of the Cherokee people. To that portion of them
 who were disposed to emigrate as or to remove them-
 selves from contact with the white man, whose protec-
 tion to them had been through all their history the
 protection afforded by the war to the land, and
 the influence of which had been as beneficial to the
 Indian as that of the deadly spear been to those
 who

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who knew from the numerous losses of Tradition and the still more bitter losses of experience, that such contact had caused them to waste and wither, and fall like autumnal leaves, pay for their losses in part to the Government and a common interest in the the Country they took in exchange for the land of their fathers, was the consideration held out.

To those who were disposed to remain, a pre-emption right was perhaps the strongest inducement offered by the United States for them to sell their Country.

The Treaty was so formed as to meet the views of both.

No one will pretend that if the 13th Article stood unmodified by the Supplement that each head of a Cherokee family would, on compliance with the terms therein prescribed be entitled to a pre-emption right to one hundred and sixty acres of land.

But it is said that the 13th Article in the original Treaty of '35 is abrogated and annulled by the 1st Article of the Supplement. Let us enquire into that.

By the 13th Article of the Treaty each head of a Cherokee family was entitled upon certain conditions to one hundred and sixty acres of land. The claimant as is shown by the proof, complied with each and all of those conditions, to the very letter, thereby entitling himself to the right secured to him by the 13th Article of the Treaty under the hope that the inducement with him and hundred & 60 for selling the Country in which they could enjoy this right without molestation, would be realized.

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Let it be conceded that the effect of the first article of
 the supplement is to repeal abolish and entirely abro-
 gate the 13th article, so far as the one hundred and sixty
 acres of land are involved, and I ask in the name
 of unobscured reason and common sense is
 the meaning of the 3rd supplemental article?
 The 13th article of the treaty gives 160 acres of land.
 The 1st article of the supplement takes away.
 The 3rd article of the supplement says that \$60000 shall
 be allowed for various other enumerated purposes and
 shall be in lieu of the land so taken away.
 Admit that the treaty and the supplement are one and
 the same instrument, and the case is not varied.
 It is a rule of construction as old as the construction
 of written instruments, that they shall be so con-
 strued, as to give effect, if possible to every part.
 If that cannot be done, and there are clauses in the
 instrument repugnant to each other, the last clause
 shall control the first. Admit then that the 1st article
 of the supplement repeals the 13th article of the treaty.
 Still you cannot without the introduction of
 some occult principle unknown to the rules of
 sound interpretation make the 1st article of
 the supplement repeal and control that which
 comes after it as well as that which goes before it.
 The 2nd article of the supplement uses the pointed
 and significant language in speaking of
 the disposition to be made of the six hundred
 thousand dollars, "to be in lieu of the said cessionary,
 and presumptions."

to 7.

To what presumptions does this refer? Unquestionably to the presumptions created by the 12th Article of the treaty, relinquished and declared void by the 1st Article of the supplement, but resurrected brought to light and provided for by the ~~12th~~ 3rd Article of the supplement. It does appear to me that human ingenuity - backed by the crooked policy policy that has prevailed in the formation and the slippery constructions too often resorted to in the interpretation of Indian treaties, cannot evade the substitution of a pecuniary compensation in lieu of presumption rights without deciding that the parties to the treaty did not mean what they have said in terms so plain that he who runs may read them. The 1st Article of the supplement relinquishes and declares void reservations as well as presumptions and yet every Board of Commissioners have recognized and paid reservations and have been sustained in it by every department of the government. It is said however that reservations were provided for in the treaties of 17 and 18. That is very true and as one presumption claims provided for in the treaty of thirty-five-six; and the latter is just as valid and of as binding efficacy as the former. Suppose the 13th Article of the treaty had provided that each head of a Cherokee family should on the performance of certain stipulated conditions be entitled to receive

from

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decide from the United States a wagon and team, and suppose the first article of the supplement had decided that the claim to a wagon team should be relinquished and made void. And that the 2nd article of the supplement had said that a part of the six hundred thousand dollars should be in lieu of the wagons and teams, would not the obligation of the government to pay the established value of the wagon and team have been absolute and imperative?

I am not ignorant that the difficulties inseparably incident to the settlement of claims under Indian treaties has in regard to pre-emption rights been greatly increased by the opinion of one of the law officers of the United States (Mr. Attorney General Butler) whose opinions upon subjects properly referred to him and examined and understood by him ought to be entitled to great weight.

But I feel fully authorized to state from the report I should otherwise cheerfully accord to his opinions, from the fact, that he avowedly avows that he does not clearly understand the various provisions of the treaty in question, from the ambiguity and uncertainty, and from the form in which the question is put to him it is not his duty either to give or to seek its proper interpretation. But I shall not treat his opinions as correct nor fallacious, but shall endeavor to show that his construction in relation to pre-emption is entirely erroneous. ~~for a pre-emption~~

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The error which is repeatedly supposed to have found its way into the mind of the Attorney General, and those who concur with him in regard to presumptive rights arises from the fact that they give more positive effect to the ~~and~~ preamble and the 1. article of the supplement, so far as presumptions are involved and treat as perfectly unoperative that part of the 3rd. article which relates to the same subject. It will not be denied that presumptions may be created by treaty as well as by an act of Congress, provided the parties who have the right of eminent domain in the soil, think proper to create them. It is well known to have been the policy of Congress for a long time to grant presumptive rights to settlers in the new states of this Confederacy. Now suppose Congress had passed an act on the 5th December 1835. declaring that each head of a family in Alabama living on land belonging to the United States should on certain conditions named in the act be entitled to a presumptive right to 160 acres of land - and that on the first 2nd. day of May 1836 they had passed an act in the preamble to which they expressed their determination to abandon the presumptive system and in the first section of the bill they had enacted that the presumptive system was abolished was acknowledged and that the rights created by the

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by the act of the 9th December was abolished;
 but had gone on to declare in the 2d Sec.
 of the last named act that \$600,000 were
 to be appropriated to various specific objects,
 and among others to be in lieu of the
 'presumption rights' created by the act of the
 9th December. A considerable variety of opinion,
 and a still greater variety of confusion of ideas seemed
 to have prevailed with respect to the legal character of
 presumption rights. I take it to be in common parlance
 a right to the thing granted in exchange
 to all others. The question in this case is did the right
 exist and did the claimant do all that was
 required in order to entitle him to that
 right? This I understand not to be controverted.
 Let us then assimilate the presumption rights created
 by the treaty of 1835-6 to the rights created by various
 acts of Congress, and I venture to opine that there are
 now one hundred thousand treaties of land in
 the United States now held in fee simple, that
 depended precisely upon the same principle.
 The practice under the acts of Congress granting
 presumption rights frequently is for the pre-emptor
 after having taken the necessary steps to
 establish his right to a pre-emption, to sell and
 transfer it to whomsoever he pleases, and a
 patent issues, on the production of the transfer
 and assignment, to the purchaser. The duty is
 of paramount obligation to acts of Congress.
 And yet it is contended that while presumption
 rights may exist by virtue of acts of Congress,

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Congress that unless treated they are an inevitable
 impalpable sort of thing incapable of being
 enjoyed or desired to possess. Another fun-
 damental rule of construction will be evoked
 of pre-emption rights are contained in the inter-
 pretation of the treaty of 1855-6. That violation will
 proceed from the potential effect given to the preamble
 to the supplement. The preamble to an act or instrument
 cannot according to the well established rules of con-
 struction ever be resorted to to unclasp the body of the
 act or instrument to which they are prefixed is
 a self-evident maxim. This is not the case with
 respect to the pre-emption rights created by this treaty.
 The 2nd supplemental article refers in terms the
 most direct and positive to the said reservations
 and pre-emptions, meaning the reservations
 provided for by the treaties of 1817 & 19 and the
 pre-emptions provided for by the treaty of 1855-6.
 But it may be asked what effect is to be given to
 the first article of the supplement? I answer
 the only effect that can rationally or according to
 its terms be given to it and that is to repeal the
 reserve and abolish the pre-emption rights
 created by the 12th article of the treaty - to take
 or withhold the 160 acres of land promised to
 certain persons upon certain conditions in
 that article. And it may be safely assumed
 for the purposes of this argument that if the

12.

the parties had stipulated the first sentence of the supplement, pre-emption rights were in the language of Mr. Butler been certainly given. But not so. For in the 2nd article of the supplement they expressly say that the \$600,000 shall among other things be in lieu of the said reservations and pre-emption. They expressly stipulating to pay a pecuniary compensation for the pre-emption rights; and I freely confess that after this express recognition of pre-emption rights, and an appropriation and promise to pay for them, that it requires a degree of metaphysical subtlety and logical ingenuity to think I can make no pretension to make me to arrive at the conclusion that the parties to the treaty did not intend the very thing they expressly declare they did intend. Mr. Butler admits that, in adopting \$600,000 in lieu of the \$300,000 to provide an equivalent for the aboriginal reservations and pre-emption; but he comes to the extraordinary conclusion that that part of the grant which relates to reservations accrues to the individual reserves, while that part of it which relates to pre-emption accrues to the benefit of the Cherokee nation; because no particular individual at the making of the treaty had any existing pre-emption rights. For as much as I am not clothed with an official mandate, I shall not assume the province of determining whether there were any existing pre-emption rights;

rights at the date of the treaty or not. I refer the deter-
 mination and settlement of the parties to the treaty.
 I apprehend when they say in the 2nd article of the
 supplement that the \$600,000 shall be in case
 of the said reservations and presumptions that
 they understood that there were pre-emption
 rights in existence, and that they intended to pay
 for them. And I believe this conclusion upon the
 old fashioned idea that words are the signs of
 ideas, and that men dealing fairly and
 candidly, usually say what they mean.
 But if no pre-emption rights existed at the date of
 the treaty, how does it come to pass that a part of
 the grant of \$600,000 which applies to pre-emption
 came to the Cherokee nation? If no such rights
 existed the undertaking on the part of the govern-
 ment to buy for them was unadvised portion,
 and therefore neither the nation nor individuals
 are entitled to it. But there can be no difficulty
 in determining who is entitled to the benefit
 of that part of the \$600,000 which refers to pre-emption.
 According to the provisions of the treaties of 1817 & 18, each
 head of a family was entitled to a reservation —
 according to the provision of the treaty of 1835 each
 head of a family is entitled to a pre-emption. According
 to the 1. article of the supplement reservations and
 pre-emption are both ruling modes. But the 2nd
 article of the supplement says that the \$600,000 shall
 be in case of reservations and pre-emption.

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unless, therefore, we can abduct her through the conclusion is inevitable that when the parties to the treaty employ the very same terms in regard even to presumption and reserve, that they intended to put them on the same footing, and if the benefit of the grant of 60000 acres to the benefit of the one, it must by the force of the terms employed be equally applicable to the other. If it be conceded that it was the intention of the parties to the treaty to secure to the persons therein designated a presumption up to 160 acres of land, or in case thereof a part of the 60000000 mentioned in the 3rd article of the supplement, the only remaining question is whether Taylor the claimant falls within description of person who were to be entitled to presumption rights. Taylor lived in the Cherokee nation from the time he was two years old down to the period at which the Indian title to the land was extinguished. He married a Cherokee woman and lived with her at the present day - He acted for those who made the treaty and he proves that he was to all intents and purposes one of the persons expressly provided for by the 12th article of the treaty and is entitled to the pecuniary compensation provided by the 3rd article of the supplement.

J. B. Taylor
for Taylor.

Don. & P. Bagby
Argument on
Presumption

Henry 5-6

1836

1836

Recd. C. Perkins Agency East of
Lieut. M. T. Putman H. & 6th Inf.
July 1st. 1836 one iron chest—

C. Perkins
Lieut. M. T. Putman

J. W. Adair
 Joseph M. Ferman
 J. S. Lister
 Bruce Martin
 Samuel Bell
 T. L. Fields
 abella Smith

letter sent to carry on correspondence with
 the government in the subject of our business,
 & in the mean time visit our families—
 Accordingly we proceeded & arrived at Athens
 on Wednesday the 21st of Sep. 1836— From
 which time to the 7th of October, much
 of ~~my~~^{the} time was spent in putting up
 the necessary correspondence upon the Cherokee
 subject.

October the 8th 1836. Left home for
 New Echota, where we arrived on the 11th—
 where we found that we were again
 disappointed in being met by Genl. Carroll
 or Genl. Wool— We found the following
 members of the Indian Committee in
 attendance Is. Whit, John Ridge, Chas. Boudinot,
 Wm. Rogers, John Gunter, Mr. Stand & Mr.
 Chambers, who after waiting two days reported
 that the balance of the committee had not
 yet attended, & that Mr. Boudinot had also
 resigned— & that they had proceeded to fill
 said vacancies, by the appointment of
 G. W. Adair & C. as above— Having up to this
 date Friday the 14th of Oct 1836— Received &
 registered various papers & claims of individuals
 arising under the Treaty— held conferences with
 the committee, & various persons having claims,
 explaining to all concerned, ~~every thing~~ ^{everything} I thought
 to be necessary in furthering the execution of the Treaty.

At Athens Ga. August 30th 1836. Gov. Lumpkin
 & myself left home for New Echota - on
 an official duty connected with the Cherokee
 Treaty - and arrived at that place, on the
 2^d of Sep. Continued at New Echota, to
 September 8th. When a meeting was held with
 that portion of the Cherokee Committee
 who were in attendance - To wit,
 Elias Boudinot, John Ridge, Wm. Rogers, Mr.
 Junter, & Mr. Chambers.

From the 8th to the 13th continued
 at New Echota, making arrangements &
 holding conferences, & corresponding with
 various officers & Agents of the government,
 on business appertaining to the execution
 of the Treaty with the Cherokees.

Obtaining no satisfactory information,
 en regard to the attendance of Genl.
 Carroll (the ~~then~~ ^{absent} Commissioner) - It was
 resolved to give public notice & invite all
 persons having claims under the Treaty to attend
 at New Echota on the 10th of October next -
 for the purpose of presenting their claims &c.
 Friday the 16th September 1836 Received of Major
 Gentry a list of his appraising Agents, &
 who reported to me, that they were all on
 duty, except in Alabama, where he would have
 appraising Agents in the field without delay.
 Saturday the 17th September proceeded through
 much difficulty to Spring Place, where
 we were informed, that Rogers Council had
 as was anticipated commenced on the
 15th & that it was numerously attended
 by the Indians &c - Having accomplished
 all that could be done, in connection with
 business at this time - We It was resolved
 to proceed to Athens in Georgia, as a place

Fine Floyd County Ga
Georgia June 30 1836.

His Excellency

Andrew Jackson

President of the U.S.

Our friend

It is now two weeks since we arrived home, and all the people of the Cherokee Nation have heard of the ratification of the Cherokee Treaty, and it has by a majority of the people, been most thankfully accepted, and ^{all} are willing peaceably to yield to the treaty and abide by it. There was a strong warlike excitement in the minds of the whites, and rumor, with her thousand tongues, filled the land with Cherokee hostility or intentions of War. We have examined into the truth, and find the reverse of all these stories. A great many of the Cherokees have been disarmed of their rifles by the Georgians. These have been given up without any resistance, tho' greatly to the injury of the Indians, as they are in a wretched condition for food. The appropriations demanded by the treaty have been so long delayed, that we have, on our own responsibility, issued provisions, as

our individual means allowed, until your Officers shall arrive.

In regard to the desires of the Cherokees to remove to their Country West, there are now no parties, all are anxiously waiting for your Officers to afford them the means of departure. In every respect, John Ross's predictions of bloodshed, as being the consequence of the ratification of the treaty, have been falsified, and now our conduct and your policy of Indian Affairs, stand justified by the Cherokees themselves. We have been hailed by the poor Cherokees as their deliverer from Ross' domination. So far all is well. But we now come to address you on the subject of our griefs, and affliction, from the acts of the white people. They have got our lands, and now they are preparing to fleece us of the money accruing from the treaty. We found our plantations taken, either in whole, or in part, by the Georgians, and suits instituted against us for back rents for our own farms. These suits are commenced in the inferior Courts with the evident design, that when we are ready to remove, to arrest our people, and on these vile claims to induce us to compromise for our release to travel with our families. Thus our funds will be filched from our people, and we shall be compelled to leave our Country as beggars and in want.

Even the Georgia laws which denies us our oaths are thrown aside, and notwithstanding the cries of our people, and protestations of innocence & peace,

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the lowest classes of the white people are flogging the
Chickasaws with cow hides, birches and clubs. We
are not safe in our houses. Our people are oppressed by
day and night by the rattle. Even Justices of the Peace
and Constables are concerned in this business. This bar-
barous treatment ^{is} ~~are~~ not confined to the men, but
to the women are stripped also and whipped without
law or mercy. You gave us at parting an excellent
talk. We know that you are our friend. We now
call upon you to interfere. Write to the Governor of Georgia
perhaps his proclamation may have some effect.
But above all, send regular troops to protect us
from these lawless assaults, and to protect our peo-
ple as they depart for the West. If it is not done
we shall carry off nothing but the scars of the lash
on our backs, and our oppressors will get all the
money. We talk plainly as chiefs having property
and life in danger and we appeal to you for
protection. The urgency of our condition will apolo-
gize for us in directly addressing you on this mo-
mentous subject.

We are your friends
(Signed) Major Ridge his L mark
John Ridge -

oaths
of
peace,

Copy Letter

John Ridge to Sec.

President of the U. S.

June 30th 1836

Whereas, John Smith and James Rogers, were delegated by the Council and Chiefs of the Cherokee Nation West, at the instance of John Ridge, Archilla Smith & others, then representing that portion of the Cherokee East who were favorable to removal - and whereas the said John Smith & James Rogers have revisited their Eastern brethren, and were present when the treaty entered was made & concluded at New Echota, in December^{last}, and did approve of the same, and have attended the Delegation appointed to urge the ratification of the said treaty in consideration, therefore, of the services rendered to our afflicted people, by the said Smith and Rogers, in inviting them to the land, and for the purpose of compensating them for their time & trouble, we, the aforesaid delegation, ~~for that purpose~~ do command that the sum of fifteen hundred Dollars, that is to say, seven hundred & fifty Dollars to John Smith, and seven hundred & fifty Dollars to James Rogers, be paid out of the fund appropriated to pay the debts of the Nation, if the treaty shall be ratified.

Washington City
March 2, 1838.

James^{his} Starr
John A. Bell
Robert Sanders
Elias Boudinot
Andrew R. R.
Jas. L. Sumner
William Rogers
George Welch

Major^{his} Ridge
mark

James^{his} Foster
mark

Loug Shull^{his} Shulte
mark

Tah ye ske^{his}
mark

John Child^{his}
mark

George^{his} Welch
mark

James^{his} Child
mark

The Committee have this day recommended
the payment of the within claim of
James Rogers & John Smith for \$1500.

New Britain

Sept. 23rd 1887.

Joshua Rogers Postmaster
of the Committee

Lovey Rogers & R.

Ex Committee

New Echota, December 10th 1836.

His Ex. Wilson Lumpkin &
John Kennedy Esq. Const. &
Gentlemen

The undersigned
would most respectfully protest against
Whigionaries having any thing to do in the
removal of churches.

Respectfully
Your obt. Servt.
Johnson Rogers
James Strick

Protest of Messrs
J. Rogers & Stair
against Immigrants
as Emigrants Agents
Dec 10 1836

By
Hrs. E. Wilson, Lumpkin &
John Kennedy Esqrs
Conspirators!
Am Echota

Georgia } We Samuel Burns and
Floyd County } Joseph Watters do solemnly
swear that we will as agents to value
Indian improvements in the Counties of
Floyd & Walker in pursuance of the treaty
made with the Cherokee tribe of Indians
at New Echota on the 29th day of Dec^r
last ~~and~~ in the performance of ^{our} duty
conform to said treaty and to the
instructions given us by the Superintendent
- ant of Indian emigration to the best
of our skill & ability -

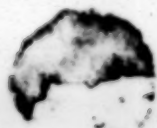
Sworn to before me this
24th day of October 1836

Peter Beagon D.

Samuel Burns

Joseph Watters -

From
James Lidel
Oct 25. 1836



On closing the oaths
of Burns & Watters

Bornha
Nov 20

124

May Benjamin F. Curry
Calhoun

Entered for the
Library of the
Little Book L. 1836.

Rome Dec 25th / 1836

Dr Sir

Enclosed is the Joint order of Co Samuel
Burns and Co Joseph Waller for the faithful
performance of their duties as agents to value
Indian improvements in the Counties of Floyd
and Walker. Our interpreter Pinkus Field
having lost his horn may detain them a day or
two - but Messrs Humphill will supply him with
a horn rather than the business should be retard-
ed. The known industry and integrity of those
two Gentlemen ~~at~~ occasions we less regret
for having been compelled by circumstances to
resign the situation they are called to fill.

with sentiments of esteem

your ob^d Serv^t
James Liddell

Mr M Bruce Esq. wishes to take three or four hundred Indians to Arkansas, he will furnish transportation and subsistence at \$20 per head.

If this arrangement cannot be made, he will serve as an Agent in the Removal of the Cherokees under the Govt. He has one small and two large boats, and can by a short notice have several others ready. he also has on hand a quantity of Corn, Meat &c.

Respected Dr Mrs S Young

Major James Vaughan, of Monroe County, would like to serve as commissary in the removal of the Cherokees, or in some other capacity where activity is required, he will be here again about the 8th Inst. Nov 5 1836

Saml. Parks has had valued an Improvement of thirty Acres. (Two of which are enclosed) made by Armistead Bredwell. This improvement lies North of Mr Park's Dwelling, and west of Bragletons.

So says Mr Bredwell

Spring Place Nov. 23. 1832.

Major Cury

My Dear Sir

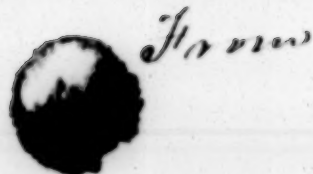
I have only time

to say to you, that I arrived here two days ago - & am still busied with the arrival of my new associate Mr. Keady - I am from many considerations, desirous of seeing you - especially on subjects connected with our joint public duties. Your agents should be hurried - the appraising business should be completed with the year, if you have to send out more appraisers.

In haste yr. frd.

as ever

Wilson Lawrie



From

Wilson Lumpkin

Nov 23 1836

Relating to Valuation
of Property &c

to the
Georgia

Cherokee
May 13. 2. 2. 2. 2. 2.

Entered Folio 39.

Letter Book 2, 1836

Spring Place Nov 25th 1856

I left the Steamer *Enterprise* on the 1st inst. I was enabled to do this by the kindness of my friends who were in the city. I had important duties to perform connected with my office in this country. I was also on my way to visit a friend in Georgia as well as several points in the country west of the river. My absence therefore was not altogether avoidable. I do not want to say I regret it.

The want of an official I might plead as a just cause for an entire abandonment of the business duties in which I have been engaged but thus far, the various duties which I have endeavored to perform afford evidence of my zeal at least to overcome every obstacle thrown in the way of the execution of the law. It seems that the gentleman but more will ever enter upon the duties assigned the Commissioners. This disappointment to the Trustees is producing irreparable injury.

Doctor Minis is wholly unconnected with me in any name in connection with the official relations between you and himself. I made no expression of astonishment on the subject to which you refer all that I did say was in the presence of St. John and intended

alone to motivate his apparent excitement.

You are by no means mistaken in my having heard General Wool frequently when I first entered the country on official duty express a determination to suppress all Indian councils calculated to produce opposition to the Treaty. Indeed he has uniformly at all times, expressed to me his decided disapprobation of such councils, & predicted the evil results which would grow out of them. His omission to disperse these councils he justifies alone, as far as he has communicated with me on the subject, upon the construction which he places on his instructions from the Government.

I regret to hear of your indisposition & trust it will be of short duration - I wish to see you, but shall not find it convenient to visit the agency. I have daily intercourse with the Cherokees here, which is necessary to keep their hopes of seeing the Treaty executed alive. The valuing Agents cannot complete their work too soon - some of them have certainly been tardy.

I am Sir with great respect
Yr. Obedt. Servt.

Wm. L. Garrison

Major B. F. Curry

From



Wilson Lumpkin

Nov 26. 1836.

Relating to Genl Wool
& Dr Minis & Co

made by
Callahan James

Charles C. Cady

May 13. 2. Cady

On Long, Folio 37
111 + 111

Letter 43:24-25

War Department
Office Indian Affairs
October 25th 1836.

Sir,

Governor Carroll has tendered his
resignation of his appointment as Commissioner
under the Cherokee treaty, which has been accepted
by the President, who has directed a Commission
to be sent to John Kennedy Esq of Jonesboro, Tenn.

He will be requested to proceed to New
Echota without delay. You will please to show
him the instructions that have been given you from
time to time, as it will take too long to prepare Co-
pies here for him.

Very respectfully

Your mo^t obt^d serv^t

C. A. Harris,

Comm

How

Wilson Lumpkin,

New Echota,

Georgia.

Letter of Oct. 25th 1866
From the City of War
informing Mr. Lumpkin
of the appointment
of John Hardy Esq
in place of Genl.
Carroll.

Department of War
Office Indian Affairs
Sept. 30. 1856

Sir,

A requisition has issued in your favor
for one thousand dollars, which will be remitted from
the Treasury, being the money which Gov Sumner
was advised, on the 27 inst, would be so remitted,
for expenses of the Commissioners under the Cherokee
treaty, & for which you will be held accountable.

Very respectfully,
Yours ob. Serv.

C. C. Harris,

Commr.

To Col.

W. Jackson

Secy to Commr.

New Echota, Ga.

Letter from the
War. department
dated 30th Sept 1836
received 19th Oct 1836

War Department
Office Indian Affairs,
September 27. 1836.

Sir,

I have had the honor to receive your letters of the 9th & 10th inst. to the Secretary of War, which have been referred by him to this Office.

The silence of Gov Carroll upon the subject of his appointment is attributable probably to his engagements in the Chickasaw Nation.

The expenditure of a reasonable sum in repairing the buildings at New Echota, reserved for the use of the Commissioners and others in the execution of the treaty with the Cherokees, will be approved.

In the letter of the 25th July, you were authorized to employ one or more interpreters, and to incur any incidental expenses necessary to the proper execution of your duties. It would seem that the employment of expressmen was a proper expenditure under this authority. To enable you to meet these and similar charges, the sum of one thousand dollars will be remitted to Col Jackson, your Secretary, whose accounts will be settled upon the certificate of our Commis

session for the time one only is present and of both, when both are present. The law having fixed the compensation of the Commissioners at eight dollars a day, and of the Secretary at five dollars a day from the commencement to the close of their duties, any additional allowance for their expenses and subsistence seems to be precluded. The question you have presented relative to the compensation of the Committee under the 12th Article will be submitted to the President upon his return.

The view you have taken of the relations of the Committee to the government and the Indians, and their agency ~~with~~ ⁱⁿ the execution of the treaty coincides with that taken by the Department. Certainly the government will proceed to carry the treaty into effect, even if all of them refused to act. Their appointment was made by the nation for its own benefit or satisfaction, and their conduct can in no way alter the duty of the Government.

The expense of the provisions furnished the poorer Cherokees, prior to the arrival of a Disturbing Officer seems to be properly chargeable to the fund appropriated for their relief under the treaty. Genl Wool will be instructed to take the necessary

measures for paying the accounts which you may certify. He will also be instructed to issue rations to the poorer Cherokees who may be at New Echota, attending to the settlement of their claims. I do not find that there is any fund under previous treaties, applicable to this object.

In respect to the payments to be made to any of the Cherokees I have only to remark that the time of making them must be left entirely to the judgment of the Commissioners. The question may be so variously affected by many circumstances not known here, that it is impossible for this office to form any conclusion.

Very respectfully

Your obedient

C. A. Harris

Commr.

Hon.

Wilson Sumptkin.

New Echota

Georgia.

September 28th Since the above was written, your letter of the 12th has been received. It would give me pleasure to sanction any measure that would render the

position of the Commissioners more agreeable to them,
but the treaty having reserved the public buildings
for them, any other arrangement seems to be
precluded.

C. A. H.

Letter from the
City of New
York. 27th 1896.

War Department
Office Indian Affairs
September 19. 1836.

Gentlemen

I transmit an extract of a letter of Major Curry of the 4th inst. suggesting the expediency of preventing the holding of any Councils by the Cherokees, but with the express sanction of an Agent of the Government.

He has been informed in reply, that this question would be determined by you. And that you may be possessed of the views of the Department upon the subject. I enclose a copy of a letter to Genl Wool of the 3rd instant.

Very respectfully,
Your obt. servt
C. T. Harris,

Comr.

Honl.

Wilson Sumptin.

Genl

William Carroll,

Two Echols

Georgia

Letter from the
Secretary of War
to Wilson Lumpkin

War Department
Office Indian Affairs,
August 4th 1836.

Sir,

I have the honor to acknowledge
the receipt of your communications of the 25th &
26th ulto.

I find that a copy of the treaty with the
Cherokees was omitted through some inadvertence
to be sent with your instructions of the 25th ulto.
I therefore enclose one now.

Very respectfully

Your obedient

C. A. Harris,

Comr.

Sir,

Wilson Lumpkin,

Athens,

Georgia.

Letter from the
Secy. of War
enclosing the copy
of Treaty.

War Department
July 19. 1836.

Sir,

I have the honor by direction of the Secretary of War to transmit for your information as Commissioner under the late treaty a copy of a communication addressed to the President of the United States on the 30th ult. by Major and John Ridge, representing that the Cherokees are intruded upon and injured by white persons.

Very respectfully
Yours &c &c
C. A. Harris
Acting Secretary of War.

Hon Wilson Lumpkin
Milledgeville
Georgia

Letter from the
Wm. Lupton.

enclosing a letter
from John Ridge
July 19th 1836

Post Office Department
Appointment Office
23rd Decemr. 1836.

Sir,

Your letter of 6th Inst. has been received, & I am
authorized to state in answer, that when blank forms are
sent in the mail they are subject to be charged with letter
postage, & the Post Master General has no power to remit it,
but they may be conveyed by the Carrier, out of the mail,
without being charged with postage.

I am, Sir,

Very Respectfully,

Your O^bd^t Serv^t,

Rob. Johnston
2nd Asst. Post Genl.

Hon. Wm. Sumner.

U. S. Consul under the
Cherokee Treaty.

2 Spring Place.

Marion Co.

Georgia.

Letter from
Chas P. A. Lawrence
on the subject of
Postage remission.
Oct 23 1836

W. D. A.
Rob. Johnston

Wm. Wilson Chapman

Wm. Johnston under the

Murray Co. Cherokee County

Spring Place
Ga.

Extract of a letter from Major B. F. Curney dated
4th September 1836.

"John Ridge not long since called a
Council of the nation to meet at New Town on the
12th inst, which received the approbation of
Genl Dunlap - he being present at the time the
call was resolved upon. Genl Dunlap shortly after-
wards went to Lewis Ross whereupon John
immediately called a Council of the Nation
to meet him at Red Clay on the 15th inst. Such
a proceeding, as that contemplated by Ridge &
Ross, acting independently of the authorized
agents of Government, & the advice of the Com-
mittee, was calculated to array the friends of
each in an antagonistical attitude, and
produce any other than a desirable result.
It is the opinion of Genl Wool, Gov Sumptin and
myself, that no Councils should be permitted,
unless it be with the view of carrying the
Treaty into effect, and then it should be called
by the proper agents of Government, or by the Com-
mittee with the expressed approbation of the
agents.

Agents. Under this view of the subject, Ridge has postponed his meeting, and Gul Wool has notified the Committee to meet at New Town on the 8th inst."

Extract from a letter
of Major B. H. Curry
to
The War Department

The Department

August 11, 1862

Your letter of the 21st ultimo, and in respect to the various topics to which it alludes, it is impossible to refer to the communication. A large part of the report, and particularly the report on the subject of the 1st, will be first of all the points raised in your letter being fully anticipated in the communication and its enclosures.

The difficulties and embarrassments to which you have been subjected by the want of an appropriate, with such assistance by the cooperation of the new Commission. Mr. Kennedy, who, it is hoped, has already joined us with some of you. And the plan of the report, as shown upon the Commission, whilst they indicate the confidence reposed in you by the President, will, I trust, enable you to accomplish the important objects entrusted to your care.

Very respectfully,
Wm. Wilson Sampson
Secy

W. F. Butler

Letter from

~~G. A. Harris Esq.~~
B. J. Butler Esq.
Secy of War and In.

Wilson Lumpkin

Nov. 16th. 1836.

Emig. Ind. Bureau
Off. Comy. Genl. Subisa.
29. July 1836

Wm Wilson Sumpter,
Milledgeville,
Georgia.

Sir. In conformity with the
directions of the Secretary of War I have the honor
herewith to transmit to you a copy of the Instructions
from this Office to Major B. T. Curry, Special Agent
for the Removal of the Cherokee Indians, for the execu-
tion of the treaty with the Cherokee made and conclu-
ded December 29. 1836.

I am very respectfully
Yr M^o Obdt^o Servt

J. H. R.
Acty. C. S. I.

Copy of Instructions
to Mr. Curry

Upon the Subject
of Emigration.

New School Dec. 10th 1896

The Agents appointed in your letter
at this place for the poor & needy Cherokees
will open to such Cherokees ~~and~~ as may
be recommended by the Cherokee Committee
or some one of them - no opens will
be made for a longer period than three
days at ~~any one~~ a time to any one person
or family.

Wilson Lumpkin
L

Hon. J. H. Lumpkin, Memphis -
Applying for Geo. B. Rappole - an Indian agent of Cherokee
appointed by B. F. Curry - has some claim for money
and Draining - His papers are handed to the W. D. Lupton,
who says he having doubts he put them in the Indian Office -
Can they be found? W. D. Lupton says he has been asked
they cannot be and has to write Mr. Rappole -

He has asked the Commissioner and sent Mr. J. H. Lumpkin
of the House Reps. to S. I. -
If the papers cannot be found - W. D. wishes to know
what Indian might be put and to what claim -

Order to Agent
to supply poor Cherokees
with rations

Dec^r 10th 1836

New Echota Dec. 8th 1836.

The Commissioners of the U. S. under
the Cherokee Treaty of 1835. are now
at this place ~~and~~ engaged in the duties
connected with their appointment. And
will continue to keep their office open
~~at this place~~ for the reception & discharge of all living
~~commands~~ with which they are charged, ~~until~~
~~until a change~~ until the public shall
be notified of any change which may
hereafter be deemed necessary. Therefore all
claimants under the several provisions of said
Treaty, are hereby notified to present their claims,
together with the evidence upon ~~the~~ which they
are based, for the adjudication & decision
of the commissioners.

Wilson Lumpkin
Agent
Commissioner

to the Duties - that the
Committment are given to
at New York - under the
the advice - August 1846
to Mr. Chase at New York
to have 200 printed
dated Dec 8 1846

Commissary Office

New Echota July 5th 1837.
 C. A. Harris Esq.
~~Genl. A. J. Smith~~ Secy. of Indian Affairs &c.
 Charleston S.C.

Sir

It is provided in the 15th art. of the Cherokee Treaty of 1835. "That such Cherokees as have removed West since June 1833. who are entitled by the terms of their Treaty enrollment & removal to all the benefits resulting from the final Treaty, between the U. States & the Cherokee Exrs, they shall also be paid for their improvements according to their appraised value before their removal, when found has not been shown in their Voucher". In the execution of the foregoing clause of the Treaty, we find considerable embarrassment: And would therefore request through you, such an exposition of the views of the ^{proper Dept. of the} Government at Washington as may aid us in the correct discharge of our duty.

By way of presenting our embarrassments - we would submit the following questions - Are the persons provided for in this clause of the Treaty, to be paid here, or west of the Mississippi?

Are persons who have remained as promised for
since 1893. but, ^{wife} have since returned to this
Country, any right to demand payment
for land for the improvements valued
to them at the time of their enrollment
for emigration?

Ragsdale's papers,
sent from Washington city
for examination.

To

G. D. Stevens,

in relation to emigrants

since 1833, and their

claims under the

Treaty of 1835.

996

New Echola Feb. 27th 1896.

Friend Genl. John E. Mearns

Sir

It was after your departure from this place, before I had carefully examined your letter of the 19th inst. on the subject of reimbursing such persons as had supplied the wants of the Snow Cherokees, before your arrival in the country — and the issue of provisions to such as may attend at this place on the settlement of their business.

The duties assigned me in your letter, are incompatible with my other official duties engagements, to which I have been invited by the Government of the U. States.

Moreover, I will respectfully suggest, that your requirements appear to me, to be such as to preclude the practicability of compliance, either by the claimants or myself, so long as we entertain a scrupulous regard for what is due to ourselves.

Respectfully yr. obdt
Servt

Watson Lumpkin

Letter to
Genl Wool
Feb 27th 1896
Altogether to
Genl Hancock
of the same date

New Echota Feb. 27th 1896.

C. A. Harris Esq
ins. &c

Sir

For the information of your
Department, I forward you the foregoing copy
of correspondence, between Genl. Wool & myself,
on the subject therein recited to.

The subject I presume will
receive the attention which it merits.

Very Respectfully
Yr. Obedt Servt.

Weldon Lumpkin

Major Elias Boudreau & Stand Water
or either of them.

I am informed by General Wool... that he
has been instructed to issue provisions to such of
the poor Cherokees, as may attend at this place,
on the settlement of their business before the
Commissioners under the late Treaty.

General Wool adds, "that the
provisions to be furnished at New Echota, will
be ready to issue at any time after ^{four or}
five days, by the ^{notice} Commissioners, that they may
be required." (This communication is dated the 19th
Inst) — I informed Genl. Wool verbally, that I
expected by this day (Monday the 24th Feb. 1836 —) we
should, ^{and} provisions for the class of people
described above; to which he replied, there was
at this time surplus provisions in store, & that
rations might be drawn at any time.

My object therefore in this communication
is to authorize you, to report to me, all
such persons as may be entitled to the above
accommodations — whereupon I will issue
a requisition on rations &c.

Very Respectfully &c

Wilson Lumpkin
U. S. Insr. &c.

New Echota Feb. 24th 1836.

Mr. Lumpkin

To

Mr. E. Barnard

&

Stand Water

Notification &

Instructions - on the

subject of nations

for the poor Churches.

Oct. 24th 1896.

New York 8th Dec^r 1866

Capt Wm E Derrick

7th Georgia Guards, will cap
Application of P^r James the disbursing Agent
^{furnished} such a number of Capt Derricks Company
as may be necessary for the protection of the funds
under his (James's) care

Wm Kennedy
Com^d

Wm Lumsden

Copy of an order to
D. Philip & Co. to apply to
Cap^t W^m E. Bunch for a
guard to protect the public
funds. dated Dec^r 8th 1836

Mayfield 26th April 1836

Dear Sir

I am somewhat at a loss to address a gentleman with whom I have no acquaintance, however my business requires me so to do. Therefore pardon me - I am eighteen months since I was employed by a Mr Robert Keethy to bring suit against David Withers James Richmond William Holt & James W. Hughes - for a trespass committed on the person of Keethy. The writ regularly issued and was returned (non est) not found by the Sheriff of Washington County upon which an alias issued and returned by the Sheriff as before Keethy also prosecuted them for Malice and some two or three capias have issued and the defendants not to be found and if so were without the jurisdiction of the bailwick of the Sheriff. These parties defendants are residents of the Christian Nation and cannot be brought to justice without your interposition and this communication is for the purpose of knowing what you will require from the Officers of Court to entitle us to your friendly aid in having the defendants delivered to the Sheriff of this County. I have not the management of the Indictment Cases. The prosecuting attorney may manage their business although my associate Mr Evans and myself are employed to help prosecute. The present communication is entirely on the civil suit: please address Mr Keethy a letter as his business as we may know how to proceed.

Please permit me to remark that any thing you require of us shall
be promptly attended to

Yours with regard

Capt William Armstrong



J. G. Knudsen & P. D. Evans
attys at law,



Miss. Ince & Evans
on delivery of certain
Books.

Apr 26 — 1831
May 2 — "

William Cunningham
Western Agency - 1831

Capt

Chas. M. 1831

paid 10

Athens, Sep. 2^d 1836

My Dear Sir

I rec^d your favor of the 17th ult & would have replied to it immediately but could not procure the treaty you refer to until within a few days. None of our papers published it & I had to procure it from a distance.

You ask "whether under the provisions of the 10th article an Indian (or rather a whiteman married to an Indian woman, & forming part of the nation) in possession of a tract of land having gold would have the right of working the deposit during the two years that the U.S. stipulate to defend the Indians in the free exercise of their occupations of their possessions & property?"

You will perceive by the 10th art. of the treaty there are two classes of cases that the treaty promises to protect 1st the Indians now in possession & 2^d those that have been dispossessed. If the person you have reference to falls within the first class, it appears to me there can be no doubt in the matter. It is only as to those dispossessed there can be any question. The expressions of the article are these, "and such persons as have been dispossessed of their improvements & houses, & for which no grant has actually issued previously to the enactment of the law of the State of Georgia, of December 1835 [1833] to regulate Indian Occupancy shall be again put in possession & placed in the same situation & condition in reference to the laws of the State of Georgia as the Indians that have not been dispossessed." I will presume that the act mentioned in the

"Treaty is wrong, it should be 1833 instead of 1835 no act on the subject was passed in this last year.

By the act of 1830 distributing the Cherokee lands, it is provided, "that the Indians, their descendants, who reside upon said territory, & have made improvements thereon, shall be protected in the quiet & peaceable enjoyment of such improvements, & of the lot or lots of land, in which the said improvements are made, until the Genl Assembly of this State shall enact to the contrary, or said Indians shall voluntarily abandon such improvements." They were by the same act restricted from renting, selling or conveying their right of occupancy to any one but the government.

By the act of 1833, which ~~is~~^{the} doubt is the act alluded to in the Treaty, the first section declares, "that in all cases, where a white man is the head of an Indian family, such Indian family shall retain the rights of such property claimed under the rights of such Indian family, the white man obtaining no rights but that of the Indian use & occupation." This places the white man marrying an Indian woman on the same footing as an Indian.

It is true the 2^d sec. of this act provides, "that every white man who may have an Indian family, & who may be desirous of retaining his privileges which he may possess as the head of an Indian family, may at any time before the 1st of March next [1834] notify the Clerk of the Sup^r Court of the County in which he may reside, in writing, of his intention to retain his privileges as the head of such Indian family; which notification shall be recorded in a book to be kept for that purpose, & no other, & upon the doing of which, he shall be entitled to all the privileges which are granted to such white men in the preceding sections of this act." Yet this section

it is not ~~arbitrary~~ ^{arbitrary} having no penalty, & obviously intended for
the benefit of the White man which he might or might not
avail himself of & which incurs no forfeiture if waived. The
Other sections of the act, a copy of which I send you, imposes
no restrictions or conditions affecting, as I apprehend his
Case, of this however you can best judge from your know-
ledge of the facts - This is all the legislation which bears
on the question from which I infer

1st That an Indian man dispossessed has never incurred
any of the penalties of our cruel legislation & therefore
no grant has issued as against him, he is consequently pro-
tected not only by other Treaty but our own act, which
"abandons" his place or sells to the government.

2^d If he has been dispossessed yet if no grant has issued
previous to the act of 1833 he shall be restored & placed
in the same condition of those not dispossessed. It would
seem that grants subsequent to 1833 will oppose no
impediment to their restoration, & I think none, or very
few issued before that time

3^d That a "White man married to an Indian woman
in possession of a tract of land having gold would have
a right (under the Treaty) of working the deposits mines
during the two years" & would have under the laws of Georgia
if he has incurred none of the penalties contained in the law I send
you, & even in that Case, if Georgia accepts the Treaty, they would

give way to the Treaty stipulations.

Miss Clayton & family join me in kind regards
to yourself & little Catherine.

I am sincerely yours.

W. Clayton

W. Clayton
10/13 -
Herman

Sparta, Nov. 8, 1856.

My dear Sir,

Your favor of the 27th ult. concerning the papers of Mr. Field was received a few days ago, & I take the earliest convenient occasion to reply to it. According to the course of proceedings in the Committee of Indian Affairs, the certificate attached to Mr. Field's statement would not be considered evidence, not having been given under oath.

The best course for Mr. Field to take will be to draw up a formal petition to the Senate & House of Representatives of the United States in Congress assembled giving an ~~authentic~~ statement of his wounds & the disability ~~by~~ ^{on} occasion on he can do, & to sustain it by the affidavit of such witnesses as are acquainted with the circumstances of the case, ~~to~~ ^{to} before some Judge, or Justice, & certified by the Clerk of the County under his official seal, & if he has none, stating that it "under his private seal having no seal of office," & stating that the Officer by whom the oath is administered is what he purports to be, that his allegation is in due form of law, & his signature genuine. I know that this latter formality is generally dispensed with but the Clerk's certificate is calculated to add much weight to the testimony & therefore I recommend that it be attached.

When the papers are made out
 let Mr. Field address them to
 me at Washington City, & I
 will give them every necessary
 attention. Our election yesterday
 resulted against us in Hancock
 by about the same relative majority
 cast against us at the October election.

Then in a poll of 722 they beat
 us an average of 150 or a little
 more yesterday in a poll of 586
 they beat our electoral ticket 98
 to 100. I suppose beat Sanford
 105. I have not heard from any
 other county. Taking this as the
 standard if they do not exceed
 their relative majorities in other
 counties, & we maintain our own,
 we shall beat them with little
 or nothing to spare. I have
 no fear of the general result, although
 it will grieve me sorely to see
 our people turned, even for a moment,
 out of the Republican track.

With best wishes for your success

Most truly

Your friend & servt.

Chas. Sumner

Letter from
C. E. Haynes
to

105
105

Mr. Lumpkin
on the subject
of the claims of
J. F. Smith a Cherokee
for a pension.
Nov 8th 1836.

Mr. C. E. Haynes.

Mr. Wilson Lumpkin
New Echota
Georgia.

	CHEROKEE (EMIGR)	FILE	
10/-54836	LIDDILL, JAMES COMR. to E.F. CURREY, SUPT.		(Inc oaths of Burns and Walters as appraising agents)
PLACE, 11/23, 1836	LULPINE, MOR. WILSON COMR to		(Advises more speedy action on part of agents, etc)
11/27, 1836	" "		(Expresses disappointment at non-arrival of his associates criticizes Dr Linus report, etc. States that Gen Wool proved of Cherokee councils although sanctioning the called by John Ross, etc)
CHOTA, 12/-, 1836	" "		(Complains of delay in appraisement rolls. Thinks many kees will emigrate when parts have been read, etc)

July 16. 1836

Gentlemen,

Copies of all the instructions to Major Currey from the Commissioner of Indian Affairs and the Commissary General of Subsistence, for the execution of the treaty with the Cherokees, will be transmitted by those Officers.

You are authorized to exercise a general supervision of this whole business, and to direct such changes in the plans of operations indicated in these instructions, as you shall think proper. You are also authorized to suspend any of the persons employed, and to appoint others in their places. But whatever you may do under this authority, you will please report to this Department, with your reasons, for its consideration and action.

Very respectfully
J. W. Caldwell
Secy

Done
Wilson Lumpkin
Milledgeville, Georgia.
General William Carroll
Nashville.
June

Two Caps Secy
of War
July 16. 1836.

To Wilson Lumpkin &
Wm Carroll in
relation to their pow-
ers as commissioners

Entered Letter Book
A. 1836 Folio 3

War Department.
Office Indian Affairs.
July 1836.

Sir,

I have the honor by direction of the Secretary of War, to communicate to you the views of the Department, respecting the execution of the duties confided to you, by the Commissions transmitted to you on the 7th inst. I present them as suggestions, as from the very nature of the duties, very much must be left to your discretion and judgment.

The 9th Article of the treaty with the Cherokees of December 29th 1835, provides for the valuation of their improvements and ferries. It also provides for the payment of their debts out of the amount of this valuation and of any claims they may individually have upon the Nation. The 10th Article of the treaty stipulates ~~that~~ for the payment of just debts & claims held by Citizens of the United States against the Cherokee Nation.

The examination of these debts & claims is confided to you under the 17th Article of the treaty which stipulates that your decision shall be final, and the payments be made upon your certificates to the several claimants.

Copies of the valuation rolls of the Appraising Agents signed by themselves and certified by Maj. Currey, the Superintendent of the emigration, under whose supervision the valuing Agents will execute their duties, will be furnished you by him. A schedule of the claims of the Cherokees for spoliation will be prepared by you, upon the representations of the persons named as the

Agents for the tribe in the 13th Article. If other claims are presented for
 by individual Cherokees, they will be submitted to the examina- are
 tion of these persons. You will then collect such testimony whether the
 oral or written as can be procured and determine in the exercise tion
 of a just discretion, whether it be sufficient to establish their int
 correctness. Where the witnesses understand the nature of an oath, it should been
 be administered to them. The circumstances of time and place should be the
 carefully inquired into, and the Indians required as a general rule, to the
 name the person or persons, by whom the alleged depredations were pay
 committed. In addition to the testimony of the Indians you will obtain five
 whenever it is practicable, the evidence of white persons who may have oth
 had the means of knowing any circumstances connected with the con
 transactions. The enquiry into the value of the property alleged to
 have been stolen or destroyed should be conducted with great ex- when
 actness and caution. Public notices will be given of the times - if
 and places at which you will receive and examine these claims, p. o
 and your proceedings will be held in open Council. It will be me
 proper to keep a register of all the claims presented to you, which shall
 contain a brief summary of the facts relating to each, the grounds of
 your decision and the amount awarded by you, which will be of
 forwarded to this Office, when your labors are completed. be
 ex.

Similar notices will be given of the times & places at which evidence of the debts of the Cherokees, will be received by
 you. The wish and the object of the Government are, that only
 bona fide claims debts should be paid. You are well aware that
 demands are easily preferred against Indians and the
 semblance of justice given to them. Your attention there- = an

2 fore will be directed to a careful scrutiny of all the accounts that
2- are exhibited. Whenever a fraudulent intent or practice is manifest
then they will be rejected. If the items are overcharged, a proper reduc-
se tion will be made. I would suggest however, whether an enquiry
into the consideration will be necessary, where a demand has
to been liquidated, the execution of the due bill or note proved by
to be the attesting witness, whose testimony is not invalidated, and
to the makers acknowledge it to be correct and just and agree to its
payment. In other cases, as the treaty provides for the payment of
in first debts only, every proper precaution should be used to exclude
have others of a different character. No debts accruing since the
to the conclusion of the treaty will be admitted.

to The accounts you may admit should be registered to
4- when the payments are made, the holders of them should sign a re-
ceipt upon the register. The nature of the debt, whether for goods
ins, provisions or other articles, should also be stated. This Register
to will be forwarded to this Office.

all The debts of each Indian are to be paid from the proceeds
of the valuation of his improvement and out of any claim
to he may individually have against the Nation. If the debts
exceed the total of these a pro-rata payment will be made
to the several creditors. No debts of emigrating Indians
by will be paid, until the value of the improvements with the
amount of the debts, is ascertained, and the Indians are ready
to embark for the West. The debts of those who remain can be paid,
that as soon as you have satisfied yourselves of the amounts justly
due to them and to their creditors. The Indians and their creditors

should distinctly understand this arrangement in regard to the emigrants. If any inconvenience will be likely to result from this course, it might be obviated by giving to each Creditor a certificate of the amount that will be paid to him, in which however, it will be distinctly stated that it is subject to a pro-rata reduction, in the event of the debts of the Indian exceeding the amount which he will receive under the treaty.

The sum of Three hundred thousand dollars is appropriated to pay claims for spoliations: if they should fall short of this sum, the balance will be applicable to the expenses of removing the Cherokees.

The provision in the 10th Article of the treaty recognizes only National debts. You will give proper notices for the presentation of claims of the character indicated in the treaty, with the evidence upon which they rest. They will then be submitted to the persons named in the 12th Article. If they admit them, no further enquiry will be necessary: if they do not you will receive their statements, compare them with the evidence adduced by the claimants, and decide upon the matter, after a full consideration of all the circumstances.

The 16th Article of the treaty provides that such persons as had been dispossessed of their improvements and houses prior to any grant under the law of Georgia of December 1835, shall be again put in possession. The Committee, named in the 12th Article will be called upon to point out persons in this condition, and you will then please to examine to what extent and in what manner this provision of the treaty can be fulfilled. If necessary you are authorized to

call upon the proper district Attorney for his services.

If possession cannot be again given, it is stipulated that the United States shall make compensation for losses and damages. You will adopt such measures to ascertain the extent of these as you shall think proper, calling upon Maj. Currey if necessary for the services of the Appraising Agents, and making a separate report of your proceedings.

I have thought it inexpedient for me to advert to the order time or place in which these duties shall be performed. This must be left to your own judgments.

I transmit a copy of the treaty and of the instructions to Maj. Currey, for the appraisement of the improvements, from which you will perceive that certain duties may devolve upon you, and to these I have to request your attention especially to the instructions to the Disbursing Officer for the payments for improvements, debts or claims. If circumstances permit at the time, it is intended that payments shall be made under your immediate supervision. I will be obliged to you for any suggestions, that may improve the plan indicated for the valuation of the improvements or for executing any other provision of the treaty. It is very possible that the construction herein placed upon the treaty, may not accord with the understanding of the Cherokees, who were parties to it. Should this be the fact, you will oblige me by communicating their views, that the subject may be again carefully considered.

Your compensation has been fixed in the Appropriation bill at eight dollars for every day, from the commencement

to the termination of your duties, to be paid upon your respective certificates. You are at liberty to employ one or more Interpreters at a compensation not exceeding two and a half dollars a day and to incur any incidental expenses necessary to procure testimony or to facilitate the correct execution of your duties, the accounts for which will be paid upon the usual vouchers. The Secretary who has been selected, will be paid agreeably to the terms of his ~~appointment~~ appointment, but his account will be certified by you.

I beg leave to request that you will examine the several stipulations of the treaty and favor me with any suggestions that occur to you.

Very respectfully
Yours &c &c

Leon Wilson Lumpkin

Gen. William Carroll

P.S. I enclose copies of the instructions to Genl. Wool, relative to the purchase of provisions and clothing under the 18th Article.

July 1836
Hon Wm on Lumpkin
4

Gen Wm C a roll

Commissioners for
settling claims under
the treaty with the
Cherokees of 29 Dec:
1835

Instructions in relation
to their duties &c

Entered Letter Book

A 1836 Folio 31.

Chota Dec. 1836.

Major B. S. Curry

Dear Sir

I trust your health has improved, or I want not trouble you on subjects of business. The commissioners however have arrived at a point at which they are forced to stand still, until the Books & returns of the valuing Agents are before them, & certified by you. My object is not to press on you any labor, until the state of your health will justify the performance of ~~such~~ ^{the same} labor, because I am fully apprized of your perseverance & industry, in all your public duties. But I beg to be informed, at what time we may expect, to have the whole of the Books & the valuing Agents before us (as far as they have progressed) & certified by you.

Moreover I wish to apprise you of the opinion which I entertain, & which I think you may rely on, in regard to the prospects of emigration. And, as soon as payments commence under the Treaty, we shall ^{find} a great many Indians ready for immediate emigration - the number will greatly exceed all my former calculations. If the proper means of emigration can be provided, thousands of the Indians might be taken away before the end of winter.

Yrs. friend in haste

Wm. Lamphere

Decr 1836

Wilson Lumpkin

Relating to Valua-
tion returns & emigration

Thos. B. F. Curry

Law of H. Langdon Esq.

21

Entered Feb 12

Letter Book D. 1836

Joseph County 15th Sept 1836

My Dear Sir When I left your home
I expected to have returned in a few days
but circumstances has made it necessary
that I should return to C.C.
I think I shall start to the West in a few
days and bid George a farewell but
regret to leave some of my friends
behind though such is the fate of
all emigration.

I in this send you some more papers
that if you can attend to it will much
oblige me. I think that the Estate of
D. Cordery will be quite sufficient to
pay off it is not most in law that
you would do well to prevent if
you can I have given I Longbridge
an order for the money to you
if you should be able to collect
it and if it can be collected I think
I should have it as I have noted
some time. Yours

A. T. Board

A. K. Craig

Papers handed in
by William Rogers
Jan 23 1837

William Rogers Esq
Clerk of the Court

must continue in order for returns to date at the
of national the only I defende further are common
known to military men and in that light regard
the order of General Wood and have therefore little
a no doubt as to its validity, except so far as it would
be troops to march without pay, the further call of
the President or of the Commanding General
That part of General Wood's order has no doubt derived
by him a fair inference from the language used
in his instructions. But it was not intended in those
instructions to leave the points and, as the following
much explanation on the subject, I am of opinion
that under the indefinite language in question the
officers and men will be entitled to their pay and
rations until actually discharged. If it may
depend upon me, this construction will accordingly
be given to the act.

I should you entertain any doubts
as to the accuracy of the views presented in
this letter, I trust you will endeavor to procure the
issue of an explanatory law at the present session
of Congress.

Very respectfully,
Yours Most Obedt. Servt.
B. F. Butler
Secretary of War and Interior

Very respectfully,
Wm. H. C. Tindley

215
14th General

1837

War Department
February 20th 1837

Gentlemen,

The Commissioner of Indian Affairs
has referred to me your letter to him of the 20th ultimo.

Whilst I cannot but lament the
existence of those causes of complaint to which your
letter alludes, I deem it unnecessary, at the present time,
to take any particular step in the matter. The general
views of the Department on the subject, were distinctly
expressed to General Wool, in a communication trans-
mitted to him under date of the 9th ultimo, a copy
of which is enclosed. This letter, I presume, had not
been received by him when you wrote; and I trust
it will have secured that harmony and concert of
action so necessary to the public service.

Very respectfully
Your Most Obedt Servt
J. H. P. Butler
Secretary of War, ad interim

Wilson Lumpkin &
John Kennedy Esqs
Commissioners to
New Echota
Georgia

Letter from
B. L. Butler
to the
Commissioners

July 20th 1837.

(Copy)

War Department

February 24th 1837

Gentlemen,

In answer to your letters of the 13th and 22^d instant, I have the honor to inform you, that as the President does not recognize you in any such official character as that described in your communications, no interview can be had with you in that character, either by himself or by the Department. Should you think proper, as individuals, to call at the Department, it will give me pleasure to meet you, and any suggestions you may make in that character, and which it may be proper for the Department to consider, will receive due consideration.

Very respectfully

Yr most obed^t Servt

S. P. Butler

To Messrs. SchuReff

Mr. Seaneys and others

Washington City

Copy of a Letter
from B. F. Butler
to John Ross & Co.

July 24th 1837.

(Copy)

War Department
March 11th, 1837.

Gentlemen,

The press of business connected with the termination of the Session of Congress, has prevented an earlier reply to your letter of the 28th ultimo.

In your letters of the 13th and 22^d ultimo, you described yourselves as a delegation duly authorized by, and representing, "the Cherokee nation east and west of the Mississippi". The official character thus claimed, the President could not recognize, for the following reasons:-

1. All the relations existing between the United States and the Cherokee Nation, east of the Mississippi, are defined and settled by the treaty made with that part of the Nation, and ratified by the President and Senate, in May 1836, and the provisions of previous treaties, not inconsistent therewith,

Since the conclusion of that treaty, nothing remains for discussion with that part of the nation, except such matters as belong to the execution of the treaty; and in regard to all such matters, the twelfth article of the treaty appoints a committee of twelve persons to transact the same on the part of the Indians.

2. The relations existing between the United States and the Cherokee nation west of the Mississippi, are also defined and settled by certain treaty provisions; and though delegations may from time to time be authorized to act for that part of the Nation, yet, in the present posture of affairs, no such delegation as yours was described to be - that is - a delegation professing to represent the nation on both sides of the Mississippi, to the exclusion of the Committee above referred to, can be recognized.

3. The claim to the official authority described in your letter, when taken in connexion with the fact, that some of your number have denied the fairness and

validity of the late treaty, and have taken mea-
sures to defeat its execution, made it improper,
in the judgment of the President, to recog-
nize you in such character, unless he was
willing to re-open the discussions settled by
the treaty. This, as you will know, he had pre-
viously decided could not be done. In order,
^{to avoid useless and irritating discussions}
therefore, as well as from a deliberate sense
of duty, he was constrained to give me the
direction stated in my letter.

I forbear to enlarge on topics, the
discussion of which, cannot be productive
of any good; and will therefore merely repeat
the assurance that any suggestion you may
have occasion to make as individuals, or
any business you may be authorized to trans-
act, consistently with the treaty stipulations
existing between the United States and the Khmer
people, will receive prompt and liberal consider-
ation.

Very respectfully

Messrs.
John Ross & others
Washington City.

Yours &c &c
B. A. Butler

Copy of a letter
from B. F. Butler
to
John Rop & Co.

11th of March
1837.

(Copy)

War Department
March 24th, 1837

Gentlemen,

Your memorial of the 11th instant, addressed to the President of the United States, has been laid before him, and I now proceed to communicate to you his decision upon the propositions you have submitted.

The treaty, concluded at New Echota on the 29th of December, 1835, has been ratified, according to the forms prescribed by the constitution, and it is the duty of the Executive to carry into effect all its stipulations, in a spirit of liberal justice. The considerations, to which you have invited the attention of the President, were brought to the notice of the Senate, before they advised its confirmation and of the House of Representatives, before they made the appropriations therein provided for. The final action must be regarded

as the judgment of these branches of the government, upon the degree of weight to which they were entitled. It remains for the Executive to fulfil the treaty, as the Supreme Law of the land.

Your second and third propositions, therefore, it is considered, cannot be acceded to, as they involve an admission that the treaty of 1835 is an incomplete instrument. To your first proposition, I can only answer as the Department has already assured you that any measure suggested by you, will receive a candid examination, if it be not inconsistent with or in contravention of the provisions of the existing treaty.

Very respectfully
Yr most Obedt
Servt
John R. Bennett

Messrs.

John Ross

R Taylor

James Brown

Wm. G. Carter

Copy of a Letter
from Joel R.
Poinsett.

To

John Rep. Ho.

March 24th
1837.

War Department
April 12th 1837

Gentlemen,

It is desirable that the Tennessee volunteers, furnished by General Wool's general Order "66," of the 1st of November last, should be at once discharged, unless their services are necessary to repress any hostile spirit on the part of the Indians; and, by the enclosed copy of a letter this day addressed to General Wool, you will perceive that he has been instructed to discharge them, unless, in your opinion, their services are requisite for that purpose. I have to request that you will communicate with that officer on this subject, in accordance with the last sentence of the letter to him.

Very respectfully,
Y^r m^o o^b Serv^t

A. B. Forsyth

Wm^l Sumpter & Kennedy
Cherokee Commissioners
New Echota
Georgia

Letter from the
Secretary of War
To the
Commissioners

April 12th 1837.

In the subject of
Discharging the
Certain Volunteers

(Copy)

War Department
April. 12th. 1837

Sir,

You will, at once, take the proper measures for discharging from the service of the United States, the Tennessee volunteers furnished by your General Order '66' of November 1st 1836 unless the Commissioners are of opinion that their services are necessary to repress any hostile spirit among the Cherokee Indians. The Commissioners have this day been requested to make known to you their views on this subject.

Very respectfully
 Your obed^t Serv^t
 J. R. Poinsett

Brig^d General
 John E. Wool
 Athens
 Tennessee

Copy
of a Letter
from the
City of War
to

Genl. Wool
April 12th 1837.

On the subject of
Discharging certain
Volunteers.

TREASURY DEPARTMENT,

August 9, 1837.

SIR :

On examination of the Treasury Drafts received by the several collectors in payment of duties, it appears that a large number, which have been issued upon the requisitions of the War Department to its disbursing officers, have been demanded of the Banks, on which they were placed, in specie, and have come back through the Custom Houses. Among them are drafts in favor of

Considering all the circumstances, permit me to inquire if it may not be expedient to require reports from these officers, whether the drafts issued to them for disbursement have been negotiated by them to contractors and others, legally entitled to them, at par ; or, if sold by them, or through their agency, and their disbursements made in current funds, whether the premium borne by these drafts above current funds has been duly accounted for.

It must be obvious that the course of selling the Treasurer's drafts by disbursing officers, to whom they are issued for the public service, if it has been adopted, except in special cases and for special reasons, will expose that service to imputations which would seem to require that the abuse be promptly corrected.

A statement, in detail, of the numbers and amount of each draft, returned to this Department through the Custom Houses, which was issued in favor of any officer, can be readily furnished, whenever desired.

I am, very respectfully, &c.

LEVI WOODBURY,

Secretary of the Treasury.

Hon. J. R. POINSETT,

Secretary of War.



Let a copy of this communication be sent to each officer herein alluded to, who will be required to report the circumstances of his case. The Department was desirous that in every instance where it is practicable, these drafts should be received in the current notes of the place where the moneys were due and paid to the public creditor. Where this cannot be done without violating our obligations to the creditor, which would, it is believed, rarely occur, it is expected that the amount of the premium upon the protested drafts be paid to the creditor, if he be entitled to it by the contract, or be placed to the credit of the Government.

J. R. P.

The Secretary of the
Treasury

To the

Secretary of War
on the subject of
the finances.

War Department
November 3^d 1837.

Sir,

I have the honor to acknowledge the receipt of your letter of the 16th ultimo, and feel much obliged to you for the candour with which you have stated your views.

The determination to remove the Commission provisionally to the Cherokee Agency, was not adopted lightly, but after mature deliberation and notwithstanding the reasons you have assigned, must be persisted in. The Department is perfectly aware that in choosing New Echota as the fittest place to transact the business confided to the Commissioners, they had no regard to their personal comfort or convenience, nor does it entertain any idea that such views govern any one of them in opposing their removal from that post; but after fully considering all the circumstances, it is judged expedient that the Commission should for the present, remove to the Cherokee Agency, and it is hoped, that the instructions of the Commissioners of Indian Affairs, on this subject will be promptly followed.

The subject of the execution of the

Treaty for the removal of the Cherokees, occupies the constant and serious attention of the Government, and you may rely upon every measure which prudence dictates, being adopted to protect the border settlers of the Cherokee Country, and to enforce, if necessary, the fulfillment of treaty stipulations on the part of the Indians.

Very respectfully
Yr most Obedt Servt

J. R. Poinsett

Wilson Lumpkin Esq
Commissioner &c
New Echota.
Georgia.

the War to

W. Lumsden

Subject removal
of the Commission

To the Hon^{ble}
 Seal R. Pomerehne
 Secretary of War
 Sir,

Washington City
 December 26 1837.

You have doubtless been apprised by Mr. Mason, with whom, at the instance of the Department, the delegation of the Cherokee nation of Indians, have for some time been in communication, that the conferences between us have terminated without an adjustment of the matters in which we are interested. The communications, addressed to that gentleman, will exhibit the grounds upon which we proposed to negotiate with the Government of the United States. The President having referred unto you as the official organ of the Government, and our communications with Mr. Mason being informal, we are compelled again to address you, and to state that we are authorized by the nation whom we represent, to enter into any negotiation with the Government of the United States, upon all matters of common interest to both parties, on the basis that the instrument called the treaty of December 1825 shall

not be considered binding on either party. It would be unnecessary to go into any detail at this time, either of the grounds upon which we assume the utter invalidity of that instrument or the extent to which we should, but ourselves authorized to go, should the proposed basis be acceded to. You are fully in possession of the first, and the second, namely the material ^{our proposition for entertaining such basis} should ~~our~~ proposal, based upon our convictions of justice and propriety, we can only, in addition, intimate our earnest wish that should it not be acceptable to you, you will inform us of the general basis upon which the Government of the United States is desirous to negotiate with us.

(Although we can scarcely venture to indulge the hope that our proposal will be acceded to after what has occurred, our duty compels us to submit it to you for an official reply.)

(With sentiments of the greatest

respect, we are, Sir,

Yours, etc., etc.,

(Signed) John Wase.

Edward Genter

W. Taylor

James Brown

Chief Helehu

Hutuaka ^{his} _{son}

Summit & H. Queller

White ^{his} _{son} Path

Delegates of the Hawaiian nation

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John R. P. & others
v. R. P. P. & others
Dec 26th, '37.

War Department

December 27th 1837

Gen. Cass.

I have the honor to acknowledge the receipt of your letter of the 26th December, which has been this instant placed in my hands. Mr. Mason's letter was submitted to me before it was sent to you and received my concurrence and approbation: it must be regarded, therefore, as an expression of the opinion of this Department. The treaty of December 1836 is considered by the President to be a law of the land, which the Constitution requires him to execute, and therefore no negotiation can be opened or negotiation entered upon the basis you propose.

The Department regrets to perceive a settled purpose on your part to involve your people in the difficulties and to expose them to the sufferings which will inevitably follow their opposition to the treaty. It is well informed that you have held out to them false hopes which have led them to refuse to sign at the season of the year best suited

for their comfortable removal. This is very much to be regretted. The President, when he instructed me to listen to any proposals you might be disposed to make, was governed by an earnest desire to conciliate the party opposed to the treaty, and secure its peaceable execution by engaging your influence to aid in producing this desirable object.

The unreasonable pretensions put forth in your communications, both to ~~the~~ Mason and to this Department, have destroyed those hopes and all that now remains for me to say in reply to your letter is that it is expected the Cherokee Indians will remove from the State at the period fixed upon by the treaty of Newcomer Creek.

I have the honor to

(signed) J. R. Lewis

Messrs. John Rose

Edward Smith

W. Taylor

James Brown

Elizah Hicks

William Lee

Samuel & J. Smith

White Path
Washington City.

C. L. Ansell
Vet. Gen.

Gen. Hosp. & others

Dec 27th / 437

War Department,
Office Indian Affairs,
January 4, 1858.

Gentlemen,

On the 13th of December, copies
of the correspondence between Mr. Mason and
John Ross and other delegates of the Cherokee nation
were transmitted to you. I have now the
honor of enclosing a copy of a letter of the 26th
ult. to this Department from the latter, and a
copy of the Secretary of War's reply of the 3rd.

Very respectfully

Your most obedt

E. A. Harris

Comd

Messrs.

John Kennedy &

Wm. H. Wilson

Calhoun

Tennessee.

C. A. Harris to
Commissions accompanying
ing correspondence
between Rep. & others &
J. R. Powell Sec. War
Nov 4th 1838

Commissioner's Office
^{Georgia}
 New Echota, July 15th 1837.

All persons having claims against individual persons of the Cherokee Nation, (who have not emigrated west) for debts contracted previous to the 23^d day of May 1836, are hereby notified, that if they are not presented, at this office, on or before the 1st day of October next — such claims will not thereafter be received by the Commissioner for adjudication.

And all persons entitled to restore rights as Cherokees, who have claims of any description provided for by the Cherokee Treaty of Dec. 1835, especially for spoliations & Reservations are hereby earnestly requested, to present their claims without further delay. ~~and~~
~~to make them known~~

Wilson Lumpkin
 John Ross
 Commissioners

Notice to claimants

July 15th 1837

Copy

Washington City
November 14th 1837.

Sir

In pursuance of the understanding between us at our last interview, the undersigned submit to you a proposition on behalf of the Cherokee delegation to which they invite through you the deliberate consideration of the Government of the United States.

We need not reiterate to you our sincere and anxious desire harmoniously to arrange all our difficulties. Independently of that feeling which has ever animated the Cherokee Nation, and which upon all occasions has led it to cultivate the most friendly relations with their white brethren we are now prompted to pursue the same course by every motive of prudence and interest.

We have not attempted to disguise to ourselves the embarrassments which surround us. We know your strength to be such that any attempt to resist your will would be fruitless and unavailing. But while we recognize your power we feel that the disparity which exists between the parties in that particular can in no degree affect the rights of either. Your superior strength may enable you to drive us from the homes which have been endeared to us, without providing for us a place of refuge or furnishing us with the means of providing one for ourselves, but such a procedure would when tested by the rules of justice and morality be decided without reference to the greater or less degree of strength which might belong to the parties respectively.

We are also aware to a certain extent at

Letter from W. Hop
to W. Mason,
dated Nov. 14, 1837

Copy

War Department,
Office Indian Affairs,
December 13. 1831

Gentlemen,

I have the honor to transmit copies of a recent correspondence between Mr Mason, on behalf of the United States and Mr Ross and other delegates of the Cherokees. You will please to give it all possible publicity, that the Cherokees may distinctly understand their situation and prospects. While it exhibits the ardent desire of the Government to conciliate and satisfy all parties, it manifests the unalterable determination of the Executive to execute the treaty. It also demonstrates, that the Cherokees have been misled and betrayed by those in whom they confided.

Very respectfully,

John Kennedy &
J. N. Wilson Esqrs

Your obedient
C. A. Harris

Calhoun,
Tennessee.

Corn

From G. A. Harris, Esq
Nov. 13. 1837.

accompanying copies,
of the correspondence
between W. Mason and
John Hop

1.

Washington City,
December 6, 1857

Sir,

Circumstances not under our control have prevented us from sooner acknowledging the receipt of your communication under date of the 25th inst. The announcement by you that the Government of the United States did insist upon the terms of the so-called "Treaty" of December 1855, and that the Cherokee must at all costs remove to the land set apart for them in that year, has filled us with the most profound sorrow. It was what we had not anticipated from our previous intercourse with you or the Department. If this be the only basis which will be recognized in any future negotiations we have nothing to do but humbly to submit ourselves to the inevitable lot with which we are menaced and humbly to invoke our Creator for resignation under our calamities. The announcement that we are to be driven off force if necessary from our homes, our hearths, our lands, our country, fills to overflowing our cups of bitterness.

The termination thus given to our intercourse would suffice with our doing more than merely to acknowledge the receipt of your communication, and had your note confined itself to this such would have been our course. But you have adverted to other matters and made statements which seem to impose the obligation upon us of once more setting forth our views. Our silence even now might be thought an implication to be an admission of their correctness. We beg your patience with us once more. These are to be the last words you will hear from us, and we utter them with all the solemnity which

might to accompany them were we on our trying beds and about
 to render an account to the Omnipotent and omniscient Judge of
 every word spoken in the body. You inform us that the instru-
 ment of December 1850, "is regarded here as a binding instrument."
 Having been ratified by the Senate of the United States, the States in-
 terested have a constitutional right to insist upon its execution
 and the Executive is bound to carry its stipulations into effect.
 We do not refuse to be shelled in the horrors of your Constitution,
 and we have perhaps perhaps been in error when we assumed
 that the assent of the parties to such a compact was that which
 gave to it its obligatory character and that the ratification by the
 Senate was merely the mode prescribed by the Constitution of the
 United States, in which the assent of one of these parties was to be
 manifested. We had never before been informed that the ratifica-
 tion by the Senate was any evidence of the assent of the other party to
 the compact or in any manner dispensed with that assent. Had
 we been informed at an earlier period in our history that any action
 of the Government of the United States could make that a binding
 treaty, unknown in which we ourselves never had concurred, our
 course would have been different from what it has been. The idle
 formalities of negotiation and of our signatures might have
 been dispensed with and we should long since have recognized
 our position to be that in which we now find ourselves wholly
 dependent upon the will of our white brethren, with none of the
 rights or privileges which your nation has taught us we possessed
 and which it promised to protect. In judging and acting upon
 an opinion which it now appears is deemed so erroneous and in-
 correct that the United States would disclaim any right derived

under an instrument titled as such, with the original defect of having been wholly unauthorized by the Nation which it purported to bind, we had not only been governed by our own hindrances and views of morality and justice but had as we thought secured a distinct acknowledgment of their correctness by the Executive of the United States. In the treaty entered into in January 1826 by our Neighbours the Creeks with the United States we found it in terms declared that "Whereas a treaty was concluded at the Indian Springs on the 12th of February last between Commissioners on the part of the United States and a portion of the Creek Indians by which an extensive district of country was ceded to the United States; And whereas a great majority of the Creek Warriors of the said Nation have protested against the execution of the said treaty, and have represented that the same was signed on their part by persons having no sufficient authority to form a treaty or to make cessions and that the stipulations in the said treaty are thereof wholly void;

"And whereas, the United States are unwilling that difficulties should exist in the said Nation, which may eventually lead to an intestine war and are still more unwilling that any cessions of land should be made to them unless with the fair understanding and free assent of the Tribe making such cession, and for a just and adequate consideration, it being the policy of the United States in all their intercourse with the Indians, to treat them justly and liberally, as becomes the relative situation of the parties.

Now therefore, in order to remove the difficulties which have thus arisen, to satisfy the great body of the

Creek Nation, and to reconcile the contending parties into which it is unhappily divided; the following articles have been agreed upon and concluded between James Barbour, Secretary of War, specially authorized as aforesaid and the said Chiefs and Head men representing the Creek Nation of Indians:

Article 1. The Treaty concluded at the Indian Springs on the 12th day of February 1825, between Commissioners on the part of the United States and the said Creek Nation of Indians, and ratified by the United States on the 7th day of March, 1825, is hereby declared to be null and void, to every intent and purpose whatsoever; and every right and claim arising from the same is thereby cancelled and surrendered. We now understand it to be the settled determination of the Executive, to carry into effect the stipulations of the paper of December, not because the Cherokee Nation ever gave its assent to that document but because the Senate of the United States by ratifying it have dispensed with the necessity for such assent. We are glad to have the matter placed upon its true footing, we shall not venture to contravert the validity of this doctrine, or to question its rightful application to our case.

On the subject of our appeal to your personal knowledge of the state of feeling in our Country, you have as you remark more than once stated to us your convictions on this point. We have understood you uniformly to express your opinion that the Cherokee as a Nation, opposed to that instrument, that the hostility, as it was not the work of one man or a few men or of a large party, it was national and almost unanimous. In the opinion you intimate that this opposition

3.

is directed principally, not against the provisions of the treaty, but against the authority or as (we) say the non authority by which it was made; we cannot altogether concur if it be meant to intimate that it was not at the same time strongly decided against its provisions. The Cherokee Nation have on all occasions and with great unanimity repudiated those terms; they have never refused to negotiate upon them. But is it possible to place the matter upon stronger or higher ground than you have yourself done. How can it be material what are the stipulations of an instrument professing to be a treaty if the fatal & conclusive objection exists that no authority was ever given to negotiate it. This is, it is true the principal ground which we have urged but it was because to our plain and untutored minds it did appear to constitute the main subject of inquiry. We entertained the opinion that if our Nation had sanctioned that instrument, we were precluded from questioning the obligatory character of its stipulations; and that if it was unauthorized, any inquiry into its terms was unnecessary. (You further express an opinion that if we and the Chiefs associated with us were to enter into a Compact precisely similar in every respect, our people would conform to its provisions without a murmur. Let us submit to you and or whether it would be a fair argument were we to urge that if the Executive of the United States were to enter into a new negotiation with us, assuming as its basis that the instrument of 1835 was fraudulent and unauthorized and therefore void; and to submit this matter to the Senate with the evidence to sustain this proposition that body would without a murmur sanction the act. But indeed, let you have

misunderstood the Executive people and misapprehended our rela-
 tions to them. We feel, and when we say we concur in your
 opinion that we have lost their confidence but we possess it
 because we have endeavored to deserve it. Here we seek to use
 that confidence or rather so to abuse it as to recommend to them
 a matter of voluntary arrangement to acquiesce in terms
 which in our hearts we believe inequitable and unjust, and
 which they have on all occasions pointedly rejected, we should
 soon experience what we should certainly merit the entire
 withdrawal of that confidence. In relation to the moral
 obligation on our part to abide "the essential provisions of the
 treaty of Dec: 1850," your reference to the correspondence between
 our delegation and the Secretary of War in February and March
 preceding its date, and seem to infer from it that we have violated
 a pledge then given. Having so often placed this matter in
 its true light we cannot conceal our surprise to find it thus
 again presented, and again coupled with at least a strongly
 insinuating intimation that we have been faithless to our en-
 gagement. Once for all we give to this intimation our une-
 quivocal denial. We deny that we gave any pledge, how
 which we have reversed - We deny that our proposition was
 accepted by the Executive. On the other hand it was rejected.
 We deny that the matter as proposed was submitted to the Senate.
 We deny that the Senate arbitrated upon the matter in differ-
 ence, and we cannot think we are justly dealt with when
 this subject is thus stated and our personal integrity as well
 as public faith thus in each case upon grounds wholly imagi-
 nary. Even admitting the correctness of your premises we are

unable to perceive how it is "conclusively shown" from them
that the United States, have "a perfect right to enforce the treaty
of December 1835". Even the version now given to the corres-
pondence cannot in any way, further than a pledge
to negotiate a treaty conditional upon its being subsequently
ratified by the Nation. No such ratification has ever been
given to this spurious instrument - Nor can we compre-
hend how, even had we been faithful to our personal engage-
ments, which however we unambiguously deny, such misconduct
on our part would give validity to an instrument executed
by individuals wholly unauthorized by the principals whom
they professed to represent, and immediately and absolutely
repudiated by such principals.

You say in a subsequent part of your letter
that the authorities here "are aware that by our advice, the
Indians have in many instances, withdrawn from their en-
gagements to emigrate the present season". In answer to
this a proper self respect compels us to say, that in this par-
ticular as in many others, "the authorities here" have been
deceived by false information. The whole accusation is desti-
tute of even a shadow of truth, and through you we solicit
the Department to exhibit to us the evidence upon which
such an accusation has been preferred.

We are Sir well aware of the calamities
which in and over an unfortunate race. We know that the
alternative is submitted to us either to recognize the validity of
an instrument which we believe fraudulent and void, and
admit that we are justly driven from our Country and our

homes, or submit to be thus expelled by irresistible force without
this base humiliation. We should be ashamed to ourselves
to call to our profession traitors to our Country did we yield
to the former.

Your letter Sir, has taken from us our last
hope, a hope in which we had indulged from a just respect
to your personal character and in which we were encouraged
perhaps by misapprehending some of your communications.
In terminating this correspondence we avail ourselves of the
opportunity it affords to express to you our undiminished re-
gard and personal esteem.

We have the honor to be Sir
Your obt. Servt
Dr. No 2.
Edward Gunter

Col. John Mason to
George Town
Am. Co.

Thos. M. Mays
to Mr. Mason,
Feb. 21. 1799

(Copy)

Washington 24 Nov. 1837.

To Messrs:

John Ross, and

Edward Guntle,

Gentlemen.

Your letter of the 14th Inst. was received on the 18th. The proposition to convey all the Cherokee lands within the limits of Georgia, except so much as may furnish a convenient and sufficient connexion, with the residue of the Cherokee Territory, is but a repetition of that made in conversation a few days ago, and which was declared inadmissible. This proposition is founded in error.

The Executive cannot, were it so disposed, alter the essential features of the Treaty of Decr 1835. Whatever may be the opinion entertained of its validity, by that portion of the Cherokee Nation, over whom, you and your friends, exercise an acknowledged influence, it is regarded here as a binding Instrument. Having been ratified by the Senate of the United States, the States interested, have a constitutional right to insist upon its execution, and the Executive is bound to carry its stipulations into effect. So far then at least, as the entire cession, of all the Cherokee lands contained within the limits of Georgia, Tennessee, N. Carolina and Alabama is concerned, no modification of the Treaty of Decr 1835 can be admitted. In relation to this Instrument you observe, "that the Cherokee Nation never have recognized and never can recognize any moral obligation in the Instrument purporting to be a Treaty between them and the United States dated Decr 1835" and for the truth of this remark, you appeal to my personal knowledge, derived from actual observation on my recent visit to your Nation. I have more than once stated to you my convictions on this point. I know that your people are generally opposed to that Treaty - but I believe their opposition is directed principally, not against the provisions of the Treaty, but against the Authority, ^{on} as you say the

Now

now authority by which it was made. And I believe further, that if you and the Chiefs associated with you on your present Mission, were, in behalf of your Nation to enter into a compact precisely similar in every respect, your people would conform to its provisions without a murmur. Believing this, knowing you have the confidence of your people and are fully empowered to act for them in the final adjustment of every "matter mutually interesting to the United States and the Cherokee Nation", I am surprised while you reiterate your sincere and anxious desire, harmoniously to arrange all your difficulties, to find you persevere in offering propositions which have been repeatedly rejected, thus making no advance whatever in an object of vital interest to your people.

As to the moral obligation of the Cherokee Nation to abide the essential provisions at least, of the Treaty of Decr 1835, I refer you to the correspondence of their Delegation - composed of yourself Mr Ross and your friends, with the Secretary of War dated in the months of February and March preceding. In this correspondence you proposed a cession of your whole territory for a money consideration, the amount of which being thought exorbitant by the President, you then proposed to submit the question as to the sum to be paid for an entire cession, to the sense of the Senate of the United States, and agreed for yourselves to abide the award of the Senate and to recommend the same to the adoption of your Nation. The question was referred to the Senate and the Senate by resolution stated as their opinions "that a sum not exceeding five millions of dollars should be paid to the Cherokee Indians for all their lands and possessions east of the Mississippi." The Secretary of War immediately announced his readiness to negotiate with you on this basis - and to satisfy and conciliate all Cherokee interests even proposed, should it be necessary, to negotiate with both the delegations then here. Could any thing further be asked of the United States?

Their

Their pledges at least were fully redeemed.

But after all this, you and your friends refused to treat, and the Treaty of Dec. 1835 was made with the other party on the basis prescribed by yourselves viz; a cession of the whole Cherokee Territory east of the Mississippi for the sum of five millions of Dollars. Altho, as is thus shown conclusively the United States have a perfect right to enforce the Treaty of Dec. 1835 yet the desire of the Executive not to cause unnecessary suffering to the Cherokees in the performance of his duty, induces the Secretary of War to listen to any proposals which he can accept without violating the previous engagements of the Government, and which may be acceptable to the Chiefs now here and lead them to advise the Indians peaceably to retire from the country they now occupy.

The authorities here are not ignorant of the influence exercised by the Chiefs now in Washington, upon the conduct of the Cherokees. They are fully aware that it is in your power to induce the Indians to resist the execution of ^{the} Treaty even by force of arms, or to submit peaceably to fulfil its stipulations. They are aware that by your advice the Indians have in many instances withdrawn from their engagements to emigrate the present season - and by this conduct are losing the benefit of removing at the period best fitted for such operations.

If you value the welfare of your people, why shut your eyes to the evils and sufferings, such counsel must inevitably entail upon them - upon you rests the responsibility of the consequences dreadful as they may be - and when the period arrives for carrying out the provisions of the treaty and the imperative mandate of the law must be executed by the United States, the Cherokees compelled to leave their present homes unprepared, will perceive too late that they have been misled by false hopes and may bitterly repent amid tears and blood having listened to such advice.

You are mistaken when you say if we wish to purchase

purchase your lands, the proposition ought to come from us. As I have shown above we consider the bargain concluded by which the lands are added to the United States. But knowing ^{that} a large portion of your people are averse to the execution of the Treaty as it now stands, the Government is willing for the sake of peace and humanity, to ask what further we can do to render it acceptable to them. We know Gentlemen that you and your friends here are too intelligent not to be aware of the inevitable consequences of your people remaining where they now are. With the laws of the States extended over them, and the white population pressing constantly upon them, their existence as a people would be short, and they would perish amidst all that degradation, which has marked the extinction of so many of the tribes of Red men who have been placed in similar circumstances. Whatever then may be the views and wishes of the Chiefs in connection with the permanent residence of the Cherokees, on a part of the territory they now occupy, the Government of the United States persuaded that they would eventually produce these consequences, cannot permit them to be consummated. Under any circumstances the Cherokees must remove to the lands set apart for them in the West - and if the Chiefs now here are not disposed to treat upon this basis and to submit such propositions as may render the treaty more acceptable to them and to their people, the sooner this correspondence is ended the better, as it may be calculated to raise expectations which never can be realized, and to deter the Cherokees from doing that, which both their interests and humanity require, namely promptly and peaceably settling about their preparations for removal to the West. Be assured Gentlemen that I shall be most highly gratified on receiving such a reply to this letter, as may lead to an arrangement of your difficulties. Taking the basis of removal as the foundation of your proposals

proposals. I do not conceive there will be any material obstacle to a satisfactory understanding, as to detail.

I am gentlemen very res:

Yr obt Servt.

(Signed) J. Mason Jr

Correspondence
between
W. Mann & John Ross

Letter from W. Mann
to W. Ross dated
Nov. 24th 1837.

CHEROKEE (EMIGR) FILE

WASHINGTON, 11/14, 1837	ROSS, JOHN EDWARD GUNTER to JOHN MASON, JR-COMR.	(Proposition in behalf of the Cherokee delegation etc) copy
" 11/24, 1837	MASON, JOHN, JR. to the ABOVE	(Reply to the above proposition etc) copy
" 12/6, 1837	ROSS, JOHN EDWARD GUNTER to JOHN MASON COMR.	(Express grief at the determination of Govt to remove their people, etc) copy
OFFICE, 12/13, 1837	HARRIS, C. A. IND. COMR.	(Transmitting the above correspondence, copies)

[illegible]

~~Q~~ 17 24 25 26

To the
 Hon. Secy. of the
 State of New York
 Albany
 Dear Sir,
 I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the proposed amendment to the Constitution of the State of New York.
 I have the honor to inform you that the same has been forwarded to the proper authorities for their consideration.
 I am, Sir, very respectfully,
 Your obedient servant,
 J. B. Thompson

Mr. H. is said to have been in the
 company of this on company with Mr
 James Emerson who has a good
 knowledge of the right of the
 property will be with you, can see
 what the case is to say on that
 subject. They hope at least that
 nothing will be done until the
 testimony that Saul Kinne and
 Mr. B. is in their power to
 furnish can be laid before you
 and one of opinion will
 most fully satisfy you that
 B. and Saul Kinne his wife
 is the proper owner, will you
 be so kind as to let us know
 what is the real nature of the
 claim set up by the representatives
 of Hyatt that we may know what
 we have to defend all we want
 is a fair hearing and that I am
 well convinced you will award
 — the evidence is so in

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are if I should more opposed to sitting
up their business under the rays than
ever letter we said as we had from
the Diligence on at the city that
is inspired them with fresh confid-
=ence, it would be in my opinion
very desirable that what the
Government intends doing with them
be done speedily for while ever they
are encouraged by the chiefs to
hope they will still remain obstina-
te if that should be the last word
from the Government is bound to
protect them now, Excuse my
intrusion on your time and patience
and believe me

your obt. servant

Peter Starke

Mr. B. we can get some information
about Canadian claims from
David - man who was present when
all the claims was adjudicated by
Rev. Schumann & Mr. C. C. Barry

By the
Hypoth. case
Kinney & Miller
Lyon Harriet
Haley

The American Republic
in Grand Britain & the
the United States
W. L. K. & Co.
1878

Know all men by these presents
 that I James Hughes of Wills Valley in the
 Cherokee Nation in Consideration of the Sum
 of fifty Dollars to be paid by my Daughter
 Sarah of the aforesaid place
 the Receipt whereof I do here by acknowledge
 have Remitted & Released and forever ~~quit~~
 quit Claim unto said Sarah her ars & assigns
 forever with Condition hereafter mentioned the bidding
 & plantations Twenty two head of hogs & for head of
 horses Laurel furniture & my part of the ferry on
 Casey River a have pathkillers and ferry that I
 know & occupy & have in possession that the
 place for mentioned to have & to hold the same
 together with all the ~~privileges appurtenances~~
 here unto belounging to have the said Sarah &
~~her~~ ars & assigns forever the plantation lies
 on Big Wills Creek Wills Valley Cherokee Nation

in witness whereof I hereunto set my hand &
 this the Twenty third of June Eighteen
 hundred & thirty two

James Hughes
 mark

Witness
 William Lapsley
 Foxfieldes
 mark

This day James Hughes of
the Cherokee Nation came
before and acknowledged
this bill of sale to be
just and made and
executed for the purposes
therein contained and
also does not deny any
claim to said ferry and
he also states that this
bill of sale is only
entitled to one fourth
part of the ferry
income mentioned.
This 20th March 1837
John Guiter

David
of J. G. B.
James
Hughes to
his
daughter

New Echata February 28th 1834

To the Commissioners

Gent.

I ask her mission - to complain to you, in the name of Joseph B. Byrd - a nation of the Cherokee tribe - Complaint will run as follows -

25) Some years since I purchased an improvement of a Cherokee by the name of Le, le, Kus-lee - and for which I paid him fifty - I afterwards let an Indian by the name of Ah-hi, sar, das, ley, have the use of said improvement - and during the time he had the use of said improvement - he turns too - and sells it to Mr Joseph Bruterfield - a native by marriage, for one hundred and twenty ⁵⁰ without any authority from me whatever - so to do - or act - neither had I ever sold - or bargained said improvement - to any person or persons whatever - so the whole transaction was with out my knowledge or consent - said improvement lies on the west side of Big Mills Creek in Wells Valley - Le Kald to by, Ala - and said improvement was valued by Misses Miss G. Gray in the name of Joseph Bruterfield notwithstanding my remonstrating against the valuation being made in that way - The improvement was valued to \$287 - or thereabouts - & sent by the name of Red-Liver on the place where I was residing - and at the time the improvement ^{was} was valued Mr Bruterfield offered me fifty ⁵⁰ I would not set up any further claim to said

Improvement. ~~But~~ But let him have its valuation.
 I told him that I would not do that - But that I
 would let the Commissioners decide the rights
 of the case - I therefore respectfully ask that
 there be no money paid to Mr. Brantford - or
 said valuation - until I can have a chance to
 defend the case before ^{you} as I presume I can
 establish all the facts before a trial -

I am Gent. Respectfully yours
 Humble obt. Servant

Joseph B. Byrd
 By John Gunter - atty -

Capt. S. J. Spauldon
 Dubuque Agent of the

Commissioners office
 Agency Insurance
 25th Nov 1837

You will proceed from this to the
 Branch of the Farmers Bank, at Athens Tennessee
 present Cap^t Richard Bennett, Clerk or order ~~to~~
 that Bank, payable to myself for two hundred
 thousand Dollars and demand from them the
 amount of the ~~above~~ said sum of money, in specie
 and if they refused to pay it, then to demand, one hun-
 dred thousand dollars, in specie, and ~~off~~ hundred
 thousand dollars, ^{in specie} fifty thousand dollars, in treasury
 drafts, or notes, and fifty thousand dollars, in Bills
 of the United States Bank, bills of the Central Bank
 of Georgia, or bills of the Insurance Bank of Georgia
 and if the Bank refused to pay in those kind of
 funds, You will immediately, cause the Clerk
 or draft ^{to be} protested,

with great respect

Yours ob^d Serv^t
 John Kennedy
 W. W. Wilson
 Commissioners

Copy of a Letter
to
Capt. Simonton
25 Nov. 1837
on the subject of the
Check or Draft on
the Athens Bank

Fort Smith, July 29. 1852.

Dear Moore.

It was my intention to have visited your committee this week, but I find it almost impossible, as I have my paper to edit, and cannot get any one to attend to it for me. I send my account against the Old Settles, by Hooker, and I wish you to tell him to have it registered. There is also a certificate issued by Harnage and Johnson for fifty dollars. I learn that the Convention at Tahlequah have agreed to allow only \$5,000. to pay claims with, which is about half enough. Fifty dollars would pay all, and the matter would be settled at once. Every thing I think will be done by Kindall and his friends to retaine the disbursement of the money among the Coherees, that lies in their power. Be careful of them, and do not permit them to frighten the Committee. The general impression here is, that Harnage ought to be paid liberally.

2

but Wendell has lost his senses. I can only believe that Stoughton ought to be paid about \$20,000, and no more; this I believe is the general idea. I am not in favor of robbing the fund to pay such enormous claims as some have presented, and I for one would protest against ~~the~~ such a course, and I feel assured that you, Sew, and the other members of the Committee will never consent to do it, or in any way sanction such unjust drafts upon the people's money. Give what is fair and just and no more.

As you are at work, examine all the claims, and pass your judgment upon them now as you are organized, and if it exceeds the thirty thousand, recommend to the people, in an address, through the Advocate to pay them. Keep within fifty thousand, and I will defend our cause, and assist in any way. It would be better to have the debts paid than have the payment delayed several months as would be the case if an application

Letter
from
John F. Wheeler

Walking County Georgia
 January 27th 1847

Mr. W. H. Simpson & others:

Comrades of Cherokee
 Affairs, not knowing particularly who to
 direct our letter to, we have ventured to
 trouble you in this way

On account of some very arbitrary
 proceeding, that has happened in our
 vicinity of late, viz. There was a few
 days back a white man moved into a
 Cherokee, out house in the Cherokee field
 where the Cherokee had fodder and many
 other things. & throwed these things out
 of doors. The white man by force still
 remains in possession of said house.

Also an other man moved in to another
 dwelling house where a Cherokee by
 the name of Stand Bow lived and
 said Stand not being at home the
 white man took full possession of
 it by force and still continues
 to do

all the Traps spoken of was done on Lot of
Land Number (186) in the (27) District of
the third Section on the Alabama Road
leading to Calhoun through Walker
County, Now as there is some one
fully authorized to regulate such business
we your petitioners humbly request your
attentions to this business as we wish to
live in peace and harmony with our
white Brethren and when any one
transgresses our Rights we look
up to our good white friends to redress
our grievances. we therefore remain

• To the Gentlemen
Commissioners
of

Yours Respectfully
George Bow ^{his} mark
Stan & Bow ^{his} mark

• Cherokee affairs
at
New Echota
Georgia

By John J. Poy

Complaints of
Pokey in behalf
of William Churkas,
Stand Bow

George Bow

Wm. W. Smith

N. Nichols 27th 1857
Commissioner of the

Genl. Nathl. Smith
Superintendent of
Ind.

We have duly received your several communications, by the hands of Doctors Kellogg, & Doctor Lillienberg. Under all the circumstances we have deemed it expedient, to withdraw the suspension of hanging our doctor Lillienberg, & authorize his resuming his official duties, & have accordingly instructed him to report himself to you.

It may be proper to add, that we entirely approve of your conduct in relation to this subject, & in chief consideration, which has induced us to restore the doctor, ~~for~~ is indicative upon the belief, that he is fully duly sensible of his error, & that he is now disposed, to be strictly guarded in the performance of his official duty.

We have carefully read your communications, giving us the synopsis which you have been able to make, preparatory to the emigrating company of Indians, & the only subject to which you advert, & in which we shall may find it in our power to render you aid, is that which is connected with the discharging department. Doctor Collins left this place nearly three weeks ago, ~~on the~~ after public funds, & since which we have not heard a word from him. Before this he ought to have been here with the funds, & why he has not, remains for him to explain. He is fully apprized of the importance of his being at his official work. Should he arrive, we shall use our best exertions to hasten him to your relief, with the necessary funds.

We have no power or authority to touch a single dollar of the public funds, except through the official Agency of the disbursing Agent to whom the funds have been entrusted. Nor have we any power to suspend or stop the disbursing officer upon any emergency whatever. Therefore if these officers fail to attend to their duties strictly, the default ~~must~~ must be reported to Washington for correction. ~~For~~ You are doubtless apprized, that all funds demanded to defray the expenses of your department, are subject to your own order, through the disbursing Agent, & that the Commissioners are neither charged or instructed upon the disbursement of the funds which are to be used in the emigrating Department.

We are very Respectfully

Yrs. obd. Servts.
 (Signed) ~~John~~ ~~James~~ ~~John~~ ~~James~~
 John C. Smith

Letter of a
 J. C. Smith
 to the
 Hon. Secy of the
 Emigrating
 Department
 dated
 Nov. 11, 1852

Commissioner of the
New Echota July 13th 1837

My dear Genl John E. Wool

The case of Bridge
Maker brought to our consideration, ~~by~~
through the communication of Major Selamy
~~to you~~ on the subject, we have duly examined
as far as we could obtain. And confiding
in the facts submitted to you, we ~~are~~ ^{are} ~~convinced~~
truly believe of the truth & confinement
of Bridge Maker. We consider ~~the~~ ^{more} the
conduct of this man, as clearly indicative of a
design to prevent the execution of the Treaty,
& requiring the most prompt suppression.

We are apprized of no law which will inflict
any adequate punishment on him. Nor do
we perceive any provision in the Treaty, which
specifies such a case. We therefore consider
it a case of exigency growing out of the
actual state of things connected with the execution
of the Treaty, which call for the exercise of a just
& sound discretion. And we most respectfully
recommend, that Bridge Maker, be kept in
close custody & confinement at the ~~next~~ ^{next}
military post which may be most convenient,
& be kept there until further developments
may indicate what further action ought to
be made of the offender.

We have also examined the letter
of Lieut Gage to Major Selamy setting forth
the complaints of various Indians, through one
of them an ^{Indian} (Hollidge or Fox) - that
certain persons (who are not named) had
been guilty of intruding on their rights &c.

In this case, we would suggest the expediency
of investigating the subject as a preliminary
step to some at the end of the case.
The complaint of Hollidge, in regard to the

claims being Creek Indians, would
 seem to us to justify the impression, that
 upon due investigation, these Indian com-
 plaints may be found to be persons,
 who have no just claims to residence
 in the country in which they are found.

And they may ^{be} removed from the country by
 the government.

Draft of a
 Letter to Gov.
 Wash on the
 subject of
 George M. B. C.

New Echola
June 4th 1837.

Dear Sir

The Farmers Bank of Tennessee, which is the deposit ^{Bank} of the government in that State, & which has at this time two or three hundred thousand dollars of the public money in its vaults — Did on the 27th ult. formally protest a Draft, legally & properly drawn on said Bank, by the proper disbursing officer of the government & countersigned by the U. S. Commissioner, in conformity with the instructions of the government for the sum of Two hundred thousand dollars, for the purpose of making payments under the provisions of the late Cherokee Treaty.

It may be proper to add the fact, that the money would have been received in Bills of the Deposit Bank payable any where in the State of Tennessee, except one fourth of the amount of the draft, which was required in specie — This requirement of one fourth in specie, was deemed necessary by the Commissioner — in order to accommodate the circumstances of Cherokee recipients.

— But the Bank actually refused to pay, or furnish its own Bills, while the cash of the government is securely deposited in its own vaults. The Cashier of the Bank proposed taking up the Draft, with paper payable at New Orleans, which was of course refused, as unavoidable funds, to make payments under the Cherokee Treaty.

The proper comment on this subject I have not time to make. Therefore leave that part of the subject, to you & others of an authorized community, who have too long been shamed & swindled, by illegal & swindled corporations - styling themselves moneyed institutions, when in reality they are filthy rag shops. Based upon credit, & the credulity of a confiding public. The arrantness of real wealth, has no charms for the true friend of equality ~~rights~~ amongst mankind. But how odious & abhorrent is such it be, to every true friend of equal rights, to ~~untrap~~ the arrantness of fictitious Capitalism.

Witness of
a letter from
William Chapman
to
William Chase
on the subject
of the Currency.
June 1st 1837

Commissioner's Office
New Echota July 6th 1837

Rev. Mr. G. ...
Superintendent of Indian Emigration

Sir

In reply to that part of your letter
the 3^d inst. which relates to the erection
of a suitable hospital for the Indians
who have been collected for emigration.

I do not hesitate to state, that all
I deem taken under your care & protection
as Emigrants, should be suitably provided
for & taken care of, both in sickness and
in health, until they are landed in their
new homes. This should be done with
strict regard to humanity & economy.

The details in regard to the mode and
manner of discharging these duties, we
presume ~~to say~~, ought to be better understood
by you & your surgeons & assistants, than by
us. Your official duty having caused you
fully to consider the subject, & being provided
of all the necessary means, to form an opinion,
as to what may be necessary for the proper
care & comfort of the Indians - you are
of course better prepared than we are
to determine upon, ^{the} expediency of erecting
buildings, the dimensions of the buildings
&c. &c.

We deem it an unfortunate arrangement
 that a detachment of the phrenians should
 be kept stationing, during the heat of
 summer - and continue to get, that
 those who are preparing to go in Sept.,
 cannot work ~~some~~ ^{any} ~~uninterrupted~~ ^{uninterrupted} ~~work~~
 in June.

Respectfully yr.

Abt. Swt.

Wilson Elmer P.

John K. K. K.
 (Commissioner)

Letter to
Genl Smith. in reply
to his of the 3rd inst on
the subject of erecting
a hospital -
date June 6th 1837

(Copy)

Treasury Department

March 4th 1837

Hon John P. Hung

U. S. Senate

Sir

I have the honor to acknowledge the receipt of your letter of the 3^d inst enclosing that of Mr. Hearings, President of the Rail Road & Banking Company at Athens, Georgia, expressing a desire that the funds to be disbursed in carrying the treaty with the Cherokees into effect may be deposited with that institution. Permit me to state in reply to your suggestion on the subject, that the War Department is charged with the disbursement of the funds in question and will of course direct what institution its agent shall employ as depositories. The letter of Mr. Hearings is herewith returned in order that you may lay it before that Department should you think proper.

I am very respectfully, Yours, &c., Secy.

(Signed) Levi Woodbury

Secy of the Treasury

Copy

Letter from the
Secretary of the
Treasury of the
U. States.

To
J. P. King. on
subject of Seaport
Bank H.

March 4th 1837

TREASURY ----1837

CHEROKEE (EMIGR) FILE
SEC'y . . . to CHEROKEE COMES. (8 letters referring to deposit etc of funds in Tenn banks)

✓
b. H. H. H.
10-17-54

Copy of a letter
to

Smith Smith
30th Oct 1857

on the subject of
arriving to the agency

• Mrs. E. K. L. Georgia 10 H
• 1837

W. L. Smith. Esq.
Comptroller
General of the
Treasury

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above named account. I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above named account. I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above named account.

[illegible]

We have taken these
 above the valuations of the improvements in North
 Carolina, which we are anxious I have
 a great deal of trouble in doing, and we are confident
 of your report we can have it as a matter of
 course, and we are very satisfied and that
 we are not objecting.

We shall leave for the
agency in the course of the next week, to which place
we wish our future communications may be directed
but as I am going for 2 or 3 months it may be some time
before we move from there for a season to either Carolina
or to the Cherokee's in that State, not be within reach
of the agency to do our business. It however
will not be more than 100 miles by next spring
but of this and all other business we shall keep
you constantly informed.

We hear Capt. Smith has a number of negroes now at the agency, & he is endeavoring to collect in them & to convert before the

The winter set in, which ^{last} night is stated by the post-
 December and it will be too late to go by mail

We do not wish to be consider-
 ed as importunate, but as yet we have no answer
 to the letter of the Commissioner to you on the subject of the
 insurance claims, asking the opinion of the Attorney General
 on the true construction of the treaties in reference to that
 subject, we expect early in the winter a message from
 him of our business, and would be greatly aided in
 our determinations by his opinion.

We have also for a long time
 the copy of 1848 made by the Government of the Cherokee
 claims as copy in this part of the country, but as
 we are not able to get a good copy, it is necessary
 to have as soon as possible a copy of the same.

We are also in a hurry to pay
 incidental expenses, such as the removal of the office
 to the agency, occasional expenses. Stationery &c. and
 I am glad to be informed if these charges can with
 propriety be paid by Capt. Semmes on his account
 as he is of age, funds in his hands the present
 and thus placed in possession of Gov. Semmes, he can
 be authorized for those purposes.

Copy of a Letter to
C. C. Harris
10th Nov. 1839

Agency Tennessee
22nd Nov. 1837

Wm. Welch & Co. & Co.
Lith. valuing agents

Gentlemen

It is the wish of the government at Washington, that the valuations in North Carolina, should be renewed, under the apprehension, that possibly, they may have been made at a rate or an average lower than in the other parts of the nation, altho we are satisfied it was done by You with great fidelity under the circumstances, in which You were placed, surrounded as You were with difficulties, which existed no where else, and it is the wish of the Government, that a course of liberal justice, should be meted out to that part of the nation, so as to satisfy them, if possible with the provisions of the treaty.

The Commissioners have therefore deemed it advisable & proper, to send Colo Joseph W. McMillan, & James A. Haire Esq. up to You, with the original book of valuations, made by You in the State of North Carolina, and it is our wish & desire, that one of You, should join each of those Gentlemen, and with as little delay as possible, review the whole of those valuations, before the winter approaches, You will be good enough to copy that part of the book, which needs to be ^{copied} and the ^{two of You} other take with You the original book and the other take the copy, and to direct the district that the whole will be completed about the same time,

whenever an improvement has been omitted You will be careful to have them valued to the right full owners & should there have been error, in the ascertaining the right full owners, kindly fore You will take the proper means, to detect the error by collecting the necessary proof, according to the facts and make report to the Commissioners, it is not proper to change the names of the persons entitled to the

valuations, but leave that to the final action of the Commissioners,

In making valuations and in reviewing those already made, You will act in a spirit of liberality & justice, on the one hand avoiding parsimony as well as avoiding extravagance on the other, and if possible make them as nearly as possible correspond with the valuations in the other parts of the nation.

Colo McMillan's knowledge of the value having been set on the improvements in all parts of the nation cannot fail to be useful to you, & Mr. Stairs is a gentleman of experience and business as well as yourself, induce the Commissioners to hope, that this difficulty to the Emigration in North Carolina may be removed and ample justice may be attained for all (according to their rule).

You will have to employ interpreters, who will be paid for every day whilst in actual service according to the Rate heretofore allowed them for those kind of services,

You will be good enough if opportunity permits to keep the Commissioners advised of the progress You are making in the business, should it not be in the power, of one of you to attend to this business, which we hope will not happen, it is our wish that James R. Lee Esq. should act in the place of either of you who could not engage in this service.

We are with great respect
Your most obedient servants,

John C. Calhoun }
W. H. Miller } Commrs.

Copy of a letter
to Melch. L. Farrwell
22nd Nov. 1837

Extract of a letter from the Secretary of the Treasury
to the Secretary of War Dated June 16. 1837.

"I have the honor to enclose herewith for
your information a copy of a letter addressed by
this Department to the Planters Bank of Tennessee
on the subject of the refusal of its Branch at
Athens to meet the authorized drafts of the Agent
of the Indian Office, of which the Commissioner
gave me information yesterday."

Copy

Extract of a Letter
from the Secretary
of the Treasury
to the
Secretary of War
June 16th . 1837.

(Copy)

Treasury Department
16th June 1837.

Sir,

I have been informed by the Commissioner of Indian Affairs, that the Branch of your Bank at Athens has refused to pay the draft of Capt. Bennett, a disbursing officer of the Government drawn upon a deposit made in that Bank for the public service under the direction of that office - from which refusal great embarrassment has arisen.

Be the tenor of the existing obligations on the part of your Bank, and the assurance recently given me by Mr. H. Stetson Esq. your agent, when here, I had entertained no doubt but your Institution would meet the claims upon it for the public service in a satisfactory manner, and I now hope that all grounds of complaint will be forever removed, that the responsibility of procuring the execution of important public measures may not rest upon it.

The disagreeable results to all con-
cerned

concerned which may arise from pursuing a
different course must be too obvious to require
a detailed explanation.

(Signed)

I am Sir,

Very respectfully
Your Obedt. Serv^t

Levi Woodbury
Secretary of the Treasury

To the President of the
Planters Bank
Nashville
Tennessee.

Copy

Letter from The
Secretary of the
Treasury

To The
President of the
Planters Bank
of Tennessee

June 16th 1897.

(Copy)

Treasury Department
20 April 1837

Sir

A Requisition No 366 - dated 19th Inst. drawn by the Secretary of War on the Treasury, has this day been received, and sent to the proper office for a Warrant to be issued in favor of the Cashier of Branch of Planters Bank of Tennessee, at Athens Tenn: - payable at Augusta Ga: for Two hundred thousand dollars; which will be transmitted to him by the Treasurer of the United States to be placed to your credit & subject to your order, in all cases to be countersigned by Gov^t Wilson Sumner & John Kennedy Com^{rs} or either of them, and for which sum you are held accountable under the following appropriation.

Carrying into effect the treaty with the Cherokee per Act 2 July 1836. \$200,000

You will be pleased to forward an acknowledgment to this office therefor.

Sir Rich^d Bennett Respectfully Sir

Dist Agent &c
Athens Tenn

your most obedient Serv^t
Signed W. B. Lewis

Copy

Letter from
J. B. Lewis

To

Capt. Bennett

April 20th 1837.

On the subject of
the war at the

\$200,000. and the
funds for the war

Treasury Department
March 16th 1837

Sir,

I have to acknowledge the receipt of your letter of the 3^d instant.

It would afford this Department much pleasure to adopt any proper and feasible course, which would accommodate the Commissioners in carrying the Treaty with the Cherokeees into effect. Early in the present month, the Hon J. P. King applied to me on the subject in behalf of the institution to which you refer, and I herewith enclose a copy of my letter to him, which points out the most practicable and direct arrangement.

It would take too much time ^{for your purposes} to go through the preliminary enquires and arrangements required by law for the selection of that Bank as a Public Depository under the Act of 23rd June 1836.

If the War Department shall not give its direction to the disbursing agent to make his
deposits

in the Bank at Athens, it is highly probable that the Bank of Augusta will upon the request of the Agent make an arrangement with that institution to pay in its behalf such monies as are required for your purposes.

This course would simplify the matter and accomplish the object you appear to desire.

I am, Sir,

very respectfully
your obed^t serv^t

Sam^l Woodbury
Secretary of the Treasury

Wilson Lumpkin Esq^r
Commissioner of
New Echota
Calhoun County
Georgia

Letter from The
Secretary of the
Treasury of the
U. States.

To
Wilson Lumpkin
on the subject of
the Deposit
Banks &c.

March 10th 1847.

Commissions Office
New Echota July 6th 1837.

Genl. N. G. Smith
Superintendent of Cherokee Emigration.

In reply to that part of your letter of the 3^d inst. which relates to public funds, to meet the necessary disbursements under the late Treaty. We have to remark, that our official ^{position} ~~for~~ ⁱⁿ ~~works~~ ^{has} ~~been~~ ^{caused} us to feel the full force, of the official embarrassment of every officer connected with the discharging department in the execution of this Treaty.

Consequently being ^{impaired} ~~impaired~~ with the importance of this branch of the business with which we are so daily connected in the discharge of our official duty, we have not failed to press the subject upon the attention of the Govt. at Washington.

The Govt. at Washington is fully apprized, that we consider no funds, under the existing state of things - as suitable to make the necessary payments under the Treaty, as that of specie.

We have considered your proposition, that Genl. Reynolds should proceed without delay to Washington, with a view of effecting some practicable arrangement, in procuring specie, or specie funds, to meet the necessary disbursements.

under the Treaty. We have also conferred
 fully on the subject with Genl. Reynolds.
 And have come to the conclusion, that
 that under all the circumstances it would be
 advisable for ~~Genl. Reynolds~~^{Genl. Reynolds} to proceed
 to Washington, without loss of time, &
 if practicable, enter into some arrangement
 whereby we may be relieved from further
 encumbrance upon the subject of funds.
 It is a subject of vital importance,
 to the execution of the Cherokee Treaty.
 And without available funds, the
 Treaty cannot be executed.

We are very Respectfully
 Yrs. J. H. Lewis.
 Wilson Linn & Co
 & John H. Lewis
 Commissioners

Letter to
Gen^l Smith
on the subject of
public funds. being in
reply to one from him
of the 3^d inst.
Date July 6th 1837

1837

VALLEY AIRBORNE SEARCH

THE NATIONAL ARCHIVES
CLASSIFICATION DIVISION

37298

List of persons ^{not} at New Echota on the
15th day of May 1837 to whom Cherokee
annuity would be paid
1835

By Indian.

8 1/2 x 12

1/4

1 folder
13:3415:87 (in box)

Memoranda

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

John Smith

Name	Lawry	con.
A. G. Misch	1	
Robert Lwin	1	
Atanohu	1	
Tah chee chee	1	
Lame Hies	1	
Thoms Galaby	1	
Drt Cater	1	
kul kuloshu	1	
John Mane	1	
Yong Deer	1	
Drt Siller	1	
John Passton	1	
Chicken Cock	1	
Will Arnold	1	
Thomas	1	
Kamblers	1	
Yong Duck	1	
Liff Hair	1	
Richard Kenge	1	
Edmond Faltin	1	
George Lee	1	
Wah kat chee	1	
The Singer	1	
Deerin the water	1	
Chats Manning	1	
Tah cat yak	1	
John	1	
Glandeng shates	1	
Liberty	1	
The Reader	1	
Eagle	1	
John Langley	1	
Braver totter	1	
D. H.	1	

Name	Law	
Cherokee	1	Cherokee
Fryzelker	1	Fryzelker
Flute	1	Flute
Goring Wolf	1	Goring Wolf
Five Ciller	1	Five Ciller
Bean Stick	1	Bean Stick
Three Filling	1	Three Filling
Choonulashu	1	Choonulashu
John Wattlefur	1	John Wattlefur
Benjamin	1	Benjamin
Wattay	1	Wattay
Dog	1	Dog
Head	1	Head
A. P. Lawry	1	A. P. Lawry
John Wain	1	John Wain
Gong Turkey	1	Gong Turkey
Head	1	Head
Eight Ciller	1	Eight Ciller
Wosotah	1	Wosotah
Frogg	1	Frogg
Lackson Grunt	1	Lackson Grunt
John de coronado	1	John de coronado
Choonahcah	1	Choonahcah
Tobacco Plant	1	Tobacco Plant
Tonmatehee	1	Tonmatehee
Bear Roasting	1	Bear Roasting
King Fawn	1	King Fawn
Tosnahhee	1	Tosnahhee
Nahchudyah	1	Nahchudyah
Hopper	1	Hopper
Omeecha katty	1	Omeecha katty
Soo wak yah	1	Soo wak yah
James	1	James
George Candy	1	George Candy

Names	Quota		
Cah a katok	1		
Thompson Kagade	1		
Nah Yah hee	1		
Lack	1		
Tot to yohlah	1		
Spring Hog	1		
Tarpen head	1		
Challenge	1		
Ootah kee	1		
Ezekiel Kagade	1		
Charles Dennis	1		
Roberts Boggs	1		
Laugh at the music	1		
The Hunter	1		
Toney Raltingood	1		
Too wak key	1		
Thread Tatter	1		
Can we say	1		
Blue Bird	1		
Too nah hee	1		
Too yah hee	1		
Stone thrower	1		
Upton	1		
Salmon Fish	1		
Clawed	1		
Flying	1		
Tah cooke nah	1		
Pigion	1		
Wool lab netah	1		
Kas kachuk	1		
Nah se loocha	1		
Grits	1		
John	1		
Staying Behind	1		

Name	Lawa		
Chah tah yoh	1		
Coosacooah	1		
Sleeping Rabbit	1		
Harrey	1		
White	1		
Tah gee allah	1		
Head	1		
Gnatt	1		
John Wane	1		
Frog	1		
Mush Melon	1		
Archee	1		
Daniel Coalston	1		
Risha Foreman	1		
hee loong at mae	1		
Cho tah a kee	1		
Cowes kah	1		
Wash Burnes	1		
Broad Noond	1		
Drum Throwa	1		
Woh sah ah	1		
hata hee	1		
Osowee	1		
Conne cak	1		
Glopp	1		
Rounding	1		
Picking up	1		
John	1		
Martin North	1		
Base Paw	1		
Pflase	1		
Pheasant	1		
Mush Melon	4		
Toosa wal tah	1		

Names	Dove		
Grogg	1		
Chaslah seta	1		
Beaver Tatter	1		
Pigeon Lifter	1		
Oo coosa - -	1		
Moses Lee	1		
Tu lak shaku	1		
Big Cattle	1		
Ala la watah	1		
Gorge Dick	1		
Tu lak shu	1		
Lohney	1		
Tu yak eather	1		
Cab la natta	1		
Black Tubs	1		
Oote natta	1		
Ahaye kee	1		
Dear Sluping	1		
Lay Bird	1		
Pigeon Lifter	1		
Coald Wether	1		
Cock Tail	1		
Allee stoo	1		
Yong Duck	1		
Charles	1		
Spoilt Person	1		
Toowah nee	1		
George Baldridge	1		
Robert	1		
Chasalooke	1		
Turn over	1		
Cetahung	1		
Chelp take	1		
Anskey head	1		

George	1		
Paul Cat	1		
Tahyah cullah	1		
Asad	1		
Forkiller	1		
Ku nah	1		
hee sa taskee	1		
Osad	1		
Mugen catone	1		
Lames	1		
Bark	1		
Bear setting dam	1		
Tappell	1		
Noala neetah	1		
Ootalalatah	1		
Richard Sanders	1		
Le saskie	1		
Potee tah yah	1		
Beaver Tatter	1		
Cosuchesturathu	1		
Lesquene	1		
Oricket	1		
Harlyter	1		
Pott	1		
Yong Duck	1		
Wpper Will	1		
Archee	1		
The Fool	1		
do la whatter	1		
Chummer	1		
Sam	1		
Heavy	1		
Fin's Bunt	1		
Chels al ta ka	r		

Law			
Ootahlokee	1		
Broad Sword	1		
Soha Beamer	1		
Wiley	1		
Tail	1		
Johnson	1		
Oola Stoo	1		
Catt	1		
Horas Bloom	1		
Bear Paw	1		
Nah tow ah	1		
Bill Hogner	1		
Dhy	1		
Benabaut	1		
Cohakchee	1		
The Doctor	1		
Peter	1		
James	1		
John	1		
John	1		
Haron	1		
Ooyakhee	1		
Oosannah	1		
Leah you co too	1		
Intuakey	1		
Michael Witel	1		
Joseph Lee	1		
Wiley	1		
The Doctor	1		
Samuel Foreman	1		
Chuwah noske	1		
Johna Rattinaga	1		
John saw too	1		
James Lee	1		

n Law

ulhaskee	/
toio chulash	/
Lessey	/
Nicholas	/
Msoo La Tah	/
Now Mancer	/
Law Law Suh	/
Lying Fish	/
Wook See	/
Chu Suh seth	/
Richard Rattip	/
Tah Law roe	/
Memah Loskee	/
Hongrey	/
Cuk che Standee	/
Fadder	/
Spring Fogg	/
Yong Buro	/
Fuehng	/
Trick No noke	/
Tah Lah	/
Tah ka hagee	/
Lohn	/
Bold Heart	/
Watto	/
Moses Daurity	/
Knob	/
ootah ne unter	/
Turkey	/
Lammah Everett	/
Standing Fers	/
Charles	/
John	/
Zesos eskee	/

	Law
Soowakee	/
The Horns	/
Kaeto kee	/
Loaktatooked	/
Crowing Chicken	/
Das chuland	/
Thompson	/
Lue kasee	/
Nicholas Gander	/
Soldier	/
Leguachue	/
Money Minder	/
Davey	/
James Austin	/
Culdee nah	/
Wahtee	/
Huckelburg	/
Wodee	/
Swimmer	/
John Wane	/
Sh tau kee	/
Leffey	/
Bill Downing	/
Chonah Lacah	/
Tall pen Head	/
Gong Tiger	/
Coo ookee	/
Ootie taake	/
Teadeu	/
Choking on the Road	/
Chips	/
Seeds	/
White Path	/
James Cookson	/

N	Low	
Chunaby	/	
So tak tak	/	
Gong up steam	/	
The Tracker	/	
oolutah ste	/	
Young Wolf	/	
tu cah su naka	/	
Rising Dawn	/	
Isaac	/	
Tah chu chu	/	
Fether	/	
as te as kee	/	
Swann	/	
Good Money	/	
Tarrupen	/	
Horsey Fellow	/	
Johnson	/	
Frost	/	
Charles	/	
Rising Dawn	/	
Cabbage	/	
Black Fox	/	
Charles	/	
Bird	/	
Red Bird	/	
Will Downing	/	
Horsey Fellow	/	
Snake Chawling	/	
ah ne ya ne	/	
Cinscarer	/	
John	/	
Little Turtle	/	
Biter	/	
Cha. chee	/	

	Count	
Ahsa tee hee	1	
The Leaf	1	
Char nah a ku	1	
Ryflawokoh	1	
Dushing	1	
John Wane	1	
Bell Hog	1	
Leaf	1	
Brush	1	
Crap Glass	1	
Lucas ees hee	1	
Cloudley	1	
Jack	1	
Loe	1	
Small Wood	1	
Charles	1	
Toonah ee	1	
Riter	1	
Cape Lee lowe	1	
Gammuk	1	
Leaf	1	
Sahquah	1	
Tomnooe	1	
Munk	1	
Chu naawicka	1	
Gong Puppey	1	
Hickory	1	
Ta lo see	1	
Tah co tah	1	
Coming Deer	1	
Small Runy	1	
For Skin	1	
Wt chester	1	
Com noos hee ku	1	

	Low	High
watch	1	1
allos lab	1	1
shou laven	1	1
Buck	1	1
boat to keel	1	1
Wally Ralfitt	1	1
Syalatah	1	1
Fogg	1	1
Choler	1	1
Chala teehu	1	1
Crying Snake	1	1
Johnson	1	1
Cyalooskey	1	1
Richabbe Conell	1	1
James	1	1
Watter	1	1
Gong Bird	1	1
Sick Pickett	1	1
Mink	1	1
George Bowe	1	1
Johnson	1	1
Martin	1	1
Culakke	1	1
Three ciller	1	1
Squid	1	1
The Liff	1	1
Three ciller	1	1
Johnson	1	1
Pulling Brush	1	1
Umataske	1	1
Wat tu toosh	1	1
Stek ee	1	1
Small	1	1
Curawhe	1	1

		Law	
Shook	/		
Shutah kach	/		
Human Shrike	/		
Spritt	/		
Young Pigeon	/		
Eight Kille	/		
The Bowe	/		
Small Back	/		
The Ferns maker	/		
The Riddle	/		
Base Shooter	/		
son no one to get	/		
Squirrel	/		
Sh qua take	/		
Fire Fire key	/		
Se qua yah	/		
Chun nu spray	/		
Sh tow ee	/		
Double Head	/		
Mous	/		
Mah see mah	/		
The Feather	/		
Shah quoh	/		
Moss	/		
Wah tak to kah	/		
Grass	/		
Spruz flogg	/		
Salson	/		
The Toter	/		
Cumskul loyah	/		
Lohn	/		
Lach	/		
Lohn Roger	/		
Es coo wee	/		

	Lowry	
Thomas Foster	/	
Walking Stick	/	
Wahyah hatter	/	
E George	/	
Lack	/	
Noo chee	/	
Chunestoo tee	/	
George	/	
Chunah lacha	/	
Elawee	/	
The Flying	/	
Green	/	
The Picker up	/	
Brush up in water	/	
Gong Turkey	/	
Alexander	/	
Skuntee	/	
Gong Wolf	/	
Toback Lohr	/	
La ke nah	/	
The Waker	/	
Glancing shot	/	
The Flying	/	
Lohr	/	
Gong Chickery	/	
Robin	/	
Charles	/	
tee tu nooskey	/	
Stood Horse	/	
Black Bird	/	
July	/	
Throwm Down	/	
Ridge	/	
Ory in Stone	/	

	Claw		
Archie	1		
Chedd	1		
Will Beamer	1		
Get Terryah	1		
Dut Eng	1		
Eloose	1		
George	1		
Fassol	1		
Clam Butter	1		
Lack Lead	1		
Duck	1		
Willey	1		
Dear Peter	1		
Turwalla	1		
Gutted Chad	1		
Oocwah	1		
Lack	1		
Shard Basson	1		
Blanket	1		
Tha Guah	1		
John Brown	1		
Leguayah	1		
Kettle Carner	1		
Archie	1		
Oslayoh ah	1		
Kunnyookah	1		
Nak chuyah	1		
Tah to teashy	1		
Musk Hat	1		
Robin	1		
Tutting out way	1		
Jack Wilkerson	1		
Barrel Foot	1		
col nu has kee	1		

	Saw	
Chusawallah	1	
Nothing good	1	
The Shadow	1	
George	1	
Connaoshe	1	
George	1	
Gkaquoh	1	
John Mills	1	
Huckelbury	1	
Feeling	1	
Whirlwind	1	
Boal Frog	1	
Little Hair	1	
Young Bird	1	
Eyah tah hui	1	
Wolf	1	
Tecah gunna	1	
Spring Frog	1	
Shade	1	
Stop	1	
Crawler	1	
Fore Killer	1	
Anderson Benga	1	
John	1	
Tecah kee	1	
Charles	1	
Pickup gun	1	
Wah colah	1	
Chu wab yala	1	
Big Tiger	1	
Tecah no conwille	1	
Tun naher	1	
How Rating	1	
Qaw	1	

	Saw	
Pheasant	/	
Goryak tak	/	
Cold water	/	
Young Bird	/	
Lohson	/	
Flute	/	
Fishing net	/	
Chuanenka	/	
Edward Lee	/	
Tulataaka	/	
Achee	/	
Choo Bey	/	
Blue	/	
Situahee	/	
High Rider	/	
Shun Fish	/	
Sharrow Hawk	/	
Dian	/	
Lilly Stephen	/	
Out of the water	/	
Whail	/	
Water Foreman	/	
Stone	/	
Hare Control	/	
Jackson	/	
Te karwesha	/	
Running	/	
Collomewashy	/	
Stand	/	
Lack	/	
The Toatet	/	
Lack	/	
Lumms	/	
Lohn Roger	/	
Woo so tee	/	

	Sandy	
ph Mayah	/	
Ben	/	
Charles	/	
The Owl	/	
Stand	/	
Too nah yu	/	
Alexander	/	
Lessey Downing	/	
Hame Lak	/	
ava ta nake	/	
Tecow du to the	/	
Row	/	
Lohna collon	/	
Hunter Langley	/	
Chuak	/	
Too quak tak	/	
Lack	/	
Fiddler	/	
Hominy	/	
George	/	
John Rogers	/	
Too nah nah lak	/	
Tiul ce nah	/	
Dirt Thrower	/	
Archy Persiman	/	
Wallis Vane	/	
Day Light	/	
Cuna too	/	
Catto	/	
Kate keaskee	/	
Cahse he lak	/	
Coh tas kee	/	
Long years	/	
Yuanney	/	
Dust	/	

	Sawdy	
Vah koolah	/	
Toosa wulatah	/	
Too now ee	/	
Con no she kee	/	
etmonuc tah	/	
Lohisen	/	
Too coo she nuka	/	
Lunestee kee	/	
Tun na hee	/	
Wlley	/	
Robin	/	
Ravin	/	
ool Stoh	/	
Wah soo kah	/	
Lu hllae	/	
Lamus	/	
George	/	
Archee	/	
Te caw shee coh	/	
Archee	/	
Dut chltel	/	
Thomas Tetht	/	
cal lah co to tak	/	
Glaft	/	
Red Bird	/	
Sweet Water	/	
Leftuz	/	
Whitnaakiee	/	
Robin	/	
Land cucunserb	/	
Kes	/	
Human Striker	/	
Pigeon Lifter	/	
Gurn over	/	

	Low
Con notchah	1
Lackson	1
Too le turn	1
Archer Lawery	1
John	1
Martin Benge	1
Howah	1
cak to gulloh	1
Tom	1
Thief	1
Mose M. David	1
To ta cak	1
Sam Grekullah	1
Willey	1
Shue Sol	1
Barrow	1
Watter	1
Igul tohak	1
Georg	1
Peter	1
Crying Wolf	1
John	1
Levi	1
Collassey	1
Mous	1
Yous Must	1
clou cak	1
nostis cak	1
John	1
Pheasant	1
Charles	1
ak ho mah	1
ichillah	1
Benjamin	1

	Lab	
Cunse nah	1	
Klomegah	1	
Cowwohaloske	1	
Lohn	1	
Base at Hoalm	1	
Robin	1	
Laseu	1	
The Taster	1	
ch towah	1	
George	1	
Too yuaktoh	1	
Loc	1	
Goap	1	
Guts	1	
Charles	1	
Dirt Hut	1	
Lohn	1	
Owl	1	
Coon	1	
Te te nah ke	1	
Young Duck	1	
Moses	1	
Corn Tassel	1	
Tuck eun te ke	1	
Wosatah	1	
Toosuwolatah	1	
Dick	1	
Pigeon Lifter	1	
Cah so tee	1	
Huning Bird	1	
Lessey	1	
Cunatoah	1	
Tunooah	1	
Wood Pecker	1	

Locality		
Lilla Turry	1	
Turkey	1	
Black Fox	1	
Chickadee	1	
Bath Killer	1	
Bench	1	
Now Fire	1	
te Casata kee	1	
June Stoo too	1	
Archie Wilson	1	
Isa-tas-kee	1	
oth man	1	
Lilly	1	
Dick	1	
Cosunyo kee	1	
old Metter	1	
Larkin	1	
Goong	1	
Ta kanoo kah	1	
Charles Miller	1	
Buck	1	
Ta kanadeenth	1	
Collamore whorke	1	
Stand	1	
Shelley	1	
John	1	
Charles Miller	1	
Wol lane tak	1	
R. Guess	1	
Iko yak	1	
Chuhetlah	1	
Is teaskee	1	
Davis	1	
Communismood	1	

	Saw	
William	1	
The Liger	1	
Wat Lee	1	
Harry	1	
Thur Running	1	
Drowning Barr	1	
Little Heat	1	
cullah cholah	1	
Lam	1	
Sosiah	1	
Fogg	1	
Ah co wah	1	
Tastes kee	1	
Taater	1	
Lippy Hacks	1	
Durley Bailey	1	
Red Bird	1	
Stand	1	
Kies	1	
Jay Goskey	1	
Killer	1	
Ah see nah	1	
Ah haamah	1	
Tyubsumee	1	
Tunenahlee	1	
Ah tau wah	1	
Red Bird	1	
Tommuah	1	
War club	1	
Tah chuder	1	
Le tah nushah	1	
Lohm	1	
Stand	1	
From we	1	
Ketchum	1	

Low	
Swann	1
Luya tak	1
Ben	1
Koto gusky	1
Ad	1
John	1
Field	1
Chu che cha	1
Whitaker	1
Young Turkey	1
Tak chusee	1
Wo see	1
Jim	1
Crying wooff	1
Tah na eashie	1
John	1
Ros coyauah	1
Old John	1
Whitemunkle	1
George Bearner	1

War Department,
Office Indian Affairs,
October 22, 1838.

Sir,

Having been appointed by the President
to fill the vacancy, occasioned by the resigna-
tion of Mr. Harris, your official commu-
nications will, in future, be addressed
to me, as Commissioner of Indian Affairs,
and forwarded in the mode prescribed
by the Regulations.

Very Respectfully,
Your most Obedt. Servant

J. A. S. (Signature)

Messrs
John W. Kennedy & others
Commissioners &c.
Calhoun.
Cincinnati.

Eastman

Commonwealth

22nd 18th 8

War Department,
Office Indian Affairs,
November 26, 1838.

Gentlemen:

I have had the honor to receive
your letter of the 11th instant.

It is the opinion of the Department,
that it will not be necessary for either of the
Commissioners to go to the Cherokee country
west, for the purpose of distributing the
balance of the Cherokee monies.

Very Respectfully
Yours etc. etc.

J. H. Hartley

Yours

James Liddell

J. W. Wilson

Catharine

Truman

Letter of J. Huntley
Pam. for
Nov. 26th 1838

Mr. Ch. Metcalfe

Cherokee Agency
20th May 1838.

Sir

I send by Thomas C. ~~who~~ I wish you
to deliver to the Superintendent of
the Chactaw Academy, Kentucky and
bring those who are near there
~~that~~ may wish to return to this
place. Please keep an account
of their expenses, to be paid
by the Government. The Land and
I will have you paid in pair
funds &c.

Very Respectfully

Ata Smith
Super. Ch. Removal

P.S. I send Mr. P. & M. H. to Mr. Samuel
Chase will hand you \$30. in silver
to loan their expenses, & \$50. to hand
to Mr. Samuel. I wish you would
exchange it for Kentucky money

Ata Smith

Supt. Chactaw Agency { Cherokee Agency
 Kentucky 20th May 1838.

Sir

Agreeably to the instructions of the Council of Ind. Affairs I send to the Cherokee Boys (to wit) John B. Fields Charles Bushyhead Gary H. Harris Edward Fruitfield Morris Jasper Lewis Lawrence, which the bearer Mr. Charles McCalfee will deliver to you on receipt of your copy of the Boys of the Tribe who may wish to ~~return~~ be prepared to return to this place &c.

Copy

War Department

Office Indian Affairs

March 9th 1838.Capt J P Simonton, U. S. A.,
Calkum Tennessee.

Sir,

The draft of Capt Beunelle in your favor, on the Branch of the Planters Bank at Athens, Tennessee, for \$200.000 has remained in this office since it was forwarded, with a protest, in your letter of the 29th Nov. last. No measures have been taken to subject the Bank to the liabilities it had incurred under the 2^d section of the Act entitled an "Act for adjusting the remaining claims upon the late deposit Banks". This omission has occurred in consequence of repeated assurances of the Bank that it would forthwith make arrangements for the satisfactory payment of the amount of the draft and because it was not desirable to place so large a sum in an unavailable situation for so long a time. The just expectations founded upon these assurances have not been fulfilled and neither my duty nor the wants of the service for which the draft was

designed, will admit of further delay of such measures for coercing payment as are provided by law.

Inclosed I again forward to you the draft of Capt Bennett and immediately on its receipt you will present it to the Bank for payment. If this shall be refused you will return it to this office, and you will be supplied with other funds.

Should the Bank propose to make payment you are authorized to receive it in any funds which your discretion shall dictate, with this single restriction, viz that they shall be such as will be available in the Cherokee emigration, and pass without hesitation by the receivers. What funds are of this character, you, with the aid of the Commissioners, can best determine. The payment must be prompt and entirely satisfactory to you. It is, however, highly desirable that the amount should be realized at present, if it can be done with a due regard to the interests of the Cherokee.

Inclosed I transmit a copy of a letter from the President of the principal Bank at Nashville to the Secretary of the Treasury from which you will

Copy of a
letter to Capt. Sim.
written from C. A. Harris
dated March 9. 1838.
on the subject of the
Drafting the H. B.

Washington

April 18. 1838.

To Messrs Kennedy,
Nelson, Liddle,

Cuthbertson.

I called to see Mr. Harris on yesterday, & made known to him the object of my visit. He seemed to be pleased with my views & suggestions & thought them ^{the} only practical plan to effect the object of the Government in removing the Cherokee under the provisions of the Treaty. The Commissioners & the Commission are to be retained in the service of the Govt. in auditing the claims of those Cherokees who may have to be removed by force. All the equity possible will be shown, & extended to those unfortunate & deluded Indians. But the force of power will be applied to those who have been engaged in producing that delusion, & Civil War will be so increased. This however, must be strictly confidential. You shall hear from me ~~from~~ constantly until I leave here. I think I shall return with Genl. Desh.

Sincerely your friend
& most obt. Servt.

J. K. Rogers

Rev Josd Williams
M.C.

Col. Geo. Kinnedy
Thos W Wilson
James Liddle
Chas Brown
Lump

War Department.
Office Indian Affairs.
September 14. 1838.

Gentlemen,

Herewith I transmit copies of three opinions of the Attorney General. Two of them, dated the 26th of May, and 27th of August last, contain the views of that officer upon the opinion of Judge Kennedy on Seoney Riley's claim for a Reservation under the Cherokee Treaties, which was transmitted to this Office by Messrs. Kennedy and Wilson under date of 4th of May last, and was submitted to him, as requested, with the statement forwarded by Messrs. Wilson and Siddell on the 11th of May.

The third, dated the 27th ultimo, was given in answer to questions founded upon extracts from your letters of the 11th of May and 11th of June last, in compliance with your requests; and in certain arguments in relation to the construction of the Cherokee Treaties, prepared by John S. Gillespy Esq and enclosed to this Office by Hon. Jas. L. Williams, on the 15th and

and 25th of June last, with the request
that the opinion of the Attorney General might
be had on them.

Very respectfully
Your ms. obt. serv.
B. A. Harris,
Comm.

Messrs

J. Kennedy
S. M. Wilson and
J. Liddell.

Com^{rs} &c
Calhoun
Tennessee.

St. Louis, Mo.

Gentlemen,

24th January 1838

When Stan was offered to me for \$1000.00
 for his confinement, and again some years later, in 1834
 when he was sold, but as he did not compare then, the sum
 was retained by Capt. Union who paid the claims at that
 time & together with the papers relating to it were taken
 away by him. As the fund is not, here the agents for
 at least sometimes these claims were paid, distinct make
 a requisition for the sum not returned he says but the
 above claims may have been reported and paid last, or the
 certificate. Your immediate attention within of his claims.
 There is very important to draw the amount and deliver
 to which the amount is given over. I have also
 written to W. & H. Hunt Com. Ind. Aff. on the subject.
 I was by the name of H. H. in Chicago that presented
 a certificate from the judge of his district here to show
 that he is authorized to receive \$1000.00 the amount
 of a similar claim which he says was in 1825
 and was then expended about 1825 or 3. H. H.
 showed on the face of his certificate the amount of \$1000.
 and says that he says that himself soon after reaching
 here. I have nothing of the claim, and think it just
 that there may be some relation to the deceased and
 the Mississippi. A number of complaints apply to
 me. The balance of the sum is to be paid to one who
 are not acquainted with our business. Some other
 a few names are comprehended have not arrived
 among the names yet. Please me to state the fact
 to Stan - and to Carter. Please to send the
 sum to Stan - and to Carter. Please to send the
 sum to Stan - and to Carter. Please to send the

Wm Gibson
Jan 18

Wm Gibson
God

Sept. 18
3-5
to 17-18
3-18
to 18-19
to 19-20
to 20-21
to 21-22
to 22-23
to 23-24
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Claysville Ala
Oct 4 1808

To Genl A. Smith
Sir

I have the honor of enclosing for you & the commissioners the certificate of Capt Rogers which was very kindly tendered by him when he understood that a difficulty existed in our obtaining our pay -

In the discharge of the duties of agents under your commission Mr Allen & myself were put to considerable expense - I had to purchase a horse without which I could not discharge my duty - which I otherwise should not have needed -

I trust that the certificate of Capt Rogers will satisfy you that we have done right - in fact Capt Rogers was so well pleased with our mode of business that he wished us to extend our operations throughout the Indian Country in Ala. but we could not do so as we were not authorized. We did however act amongst the few Indians residing in Morgan & Jackson Counties contiguous to Marshall

Should our claim now be allowed you will please let us know & we will forward an order for it - I have the honor to be

General yr obdt

Louis Myer

To Genl Nat. Smith
Supt Agency Cher. River
Calhoun
Tenn.

Rome Oct 31st 1838

Dear Col

Not conceiving it necessary for
me to repair to Calhoun, and as my
Interests here demand my attention
I have concluded to authorize you
to draw in my name whatever
pay I am entitled to for my services.
I was absent eighteen days (18)
and I hereby fully authorize you
to receive for me the Salary due.
You will retain for yourself
the amt of my amt bill to you of
course. If there is any other
business that I can attend to. The
Commissioners will confer a favour
by giving it to me. Your friends &
family are all well.

Yours

J. A. Wright

Springfield
Mass

Col James Liddell 11
Calhoun

Essex,

1539

Treasury Department
Second Auditors Office
21 January 1839

Gentlemen,

The explanations, contained in your letter of 15th Ult., in relation to the charge of \$141³³/₁₀₀, made against you on settlement of Cap^t Simonton's a/c on 2^d Nov. last, are deemed satisfactory, and you have accordingly been credited with that sum, & your a/c closed on the books of this Office.

I am respectfully
Your Obed^t Serv^t

W. H. Miller

Wm^{rs} J^r M^r Kennedy & Co
Jas^s Luddell
Commissioners
Athens
Tennessee



To dep^t
2^d Aid. Office
War^o

Mess^{rs} John Kennedy &
James Liddell
Com^{rs}
Athens
Tennessee

To the Commandant

2000

W. B. Lewis

War Department,
Office Indian Affairs,
January 14, 1839.

Gentlemen

Your letter of the 24th ultimo, with the accompanying papers, has been received and laid before the Secretary of War.

By his direction the latter are now returned, as the Department has no authority to interfere in the adjudication of any claims against the grantees the final decision of which is committed to you by the treaty. This view of the power of the Department is confirmed by the opinion of the Attorney General of August 2^d 1838, a copy of which was sent to you on the 11th Sept. following.

Very Respectfully

Your Obedt Servant

T. Hartley Crawford.

Messrs John A. Smith,
J. H. Wilson &
James Liddell,
Athens, Georgia

J. North's Claim
as subject of the claim
of Wm. North. From
James Lockwood and
successors -

14th January 1877

War Department,
Office Indian Affairs
January 15. 1839.

Gentlemen,

Upon an application made to this Department, in behalf of Messrs Barron & Irwin, the Department, disclaiming any right to interfere with your proceedings is willing, if you shall perceive sufficient grounds for it, that their claim for professional services may be revised by you, and that in this revision you should avail yourselves of the opinions of disinterested legal gentlemen, in other words that the same course may be adopted if you shall think proper that was taken in the case of Messrs Underwood, Rockwell & Hamell.

Very respectfully

Your obedient servant

Respectfully

John Kennedy,
J. B. Nelson &
J. S. Suddell

Attn

Tennessee

(Signature)

Mr. H. C. Sanford

Jan 15. 1839

a gift of Cannon & Son

etc.

War Department
Off. Ind. Affairs
Feb 11th 1839

James Liddell
Thos W. Wilson Esq
Albany, N.Y.

Gentlemen,

I have had the honor to receive your letter of the 23^d ultimo, respecting your progress in the adjustment of claims presented to you as Commissioner under the treaty with the Cherokee, of the 29th of December 1835 and speaking of Gen. Smith's arrangements for clothing and subsisting Cherokee Indians in the mountains.

Inclosed I transmit copies of two letters from this Department to Gen. Smith, one dated 17th ultimo the other of this date, which are designed to inform you of the arrangements entertained here relative to the Cherokee Emigration.

In relation to your proposal that the files, papers, and records of your Office, to be forwarded to this Department, should be sent under charge of your Secretary, I have to say that this matter has been fully provided for in my letter to you of the 17th ultimo.

As to the employment of an Agent for the transmission of documents necessary to be sent West, which you say was suggested in your letter to this Office of the 28th of May last, I have to say that it does not appear that that letter

was received and, consequently, no answer has been returned. I have now however to say that the proposition is not approved by this Department. The necessity for this expense is not perceived. The papers to be forwarded, it is understood, consist of a roll of Cherokee Indians entitled to bounties adjudged by you to be due to them on their arrival at Fort Gibson and statement of the amount due to each, to be paid upon your requisition by the War Department. The necessity of sending a messenger to convey these papers, or to explain them, is not now perceived. When remittances shall be made to pay these bounties, proper instructions will be given to the District Agent west, to guard against the imposition, which you anticipate. This may be done ^{in conjunction with the agent} by requiring some of the Chiefs to attend at all payments and certify as to the identity of the papers. I therefore, for these reasons, decline acceding to the proposition submitted by you for sending an Agent west with the papers required for payment, this.

Very respectfully,
Yrs. M. C. H. Gent.

Wm. H. Harrison

War Department,
Office Indian Affairs,
11, February 1839.

Gentlemen,

In September last Gen. Smith transmitted to this office transcripts of the valuations of the Missionary establishments in the Cherokee country. On comparing that of the buildings ~~at~~ at Hightower with the appraisement of them in 1832 for Thomas Pettit, it appears that the former exceeds the latter \$2610. There is a difference also between the valuation of the buildings at Hawsis for John Fields and that reported by you of \$497.25 in favor of the latter. The Department has decided to sustain the titles of the Missionaries to these premises, but before making any payments, deems it proper to call on you for explanations, which you are accordingly requested to furnish. You will also please to state from what fund the Moravians were paid by you.

Very respectfully,
Your Mo. Obt. Servt.

Messrs. John Kennedy,
J. W. Wilson
James Liddell,
Athens, Tennessee.

T. Hartley for Genl.

War Department
Office Indian Affairs
Feby 18 1839.

Gentlemen,

I have received two letters from you, dated Jan'y. 25th.

Whatever balances are due to the Cherokees in North Carolina, will be paid to them as early as possible. Beyond this, the Department, regarding the Treaty of 1835 as executed on the part of the United States, so far as the Indians who remain are concerned, will not go. They remain under the jurisdiction of North Carolina, and their connexion with the general government is dissolved. It follows that no issue of provisions, money, or other articles will be made to them. If they should at any future time express a desire to avail themselves of any of the stipulations in the treaty, the Department will then decide upon what shall be done for them.

The sum that may remain in the hands of Mr. Crutenden from the proceeds of the property of Cherokees who have emigrated, will be held by him subject to the order of this office. Mean time you will please forward to the Disbursing Agent, West, a list of the names ^{of the persons} entitled to it, and of the amount due to each. A copy of this list should be sent here. In regard to the claims for per capita allowances, I have to remark that the ascertainment of these is not considered to be within the scope of your commission, and it will be left to the direction of this Department.

As you have been instructed to terminate your labors, and transmit your records, it is deemed unnecessary to return to you the papers in the care of Mr. Rogers. Your letter before me, will be filed with them, and will be sufficient evidence of your rejection of his claims.

Yours
Messrs John Kennedy
J. W. Wilson
& J. Liddell
Athens, Georgia

Very Respectfully
Your most Obedt. Servt.
Hartley Franklin

Dec. 11. 1837

J. A. Bradford

to

Commissioners

Aug

rel- to John Rogers claim

1842

Cherokee Nation,
 Near Fort Gibson, April 13, 1862.

Dear Sir,

I have been instructed by our people
 to enclose the proceedings of a convention of the best
 Cherokee, for your examination and ask - after it
 have been perused by Gov. Fulton and Mr. Clegg, a copy
 of the same to the Secretary of War, (with the enclosed letter
 addressed to him) in such manner as you may deem
 advisable. The Cherokee agent has been absent from
 the Agency for the last two weeks, and as soon as he
 returns, the proceedings will be officially commu-
 nicated through him, - the Cherokee agent. We
 thought it right, in the meantime, to make known
 at Washington, what we have done, so that the
 proceedings of John Ross may be arrested -
 we trust that you, & our other friends
 Arkansas Delegation, who know us,
 protect our interests until we reach
 of government.

I am sure it is our belief that when we get
 to Washington, we will be able to show that Mr.
 Ross, who has kept the Government and our
 people in continual confusion for the last
 eight years, is doing so without either law or
 justice on his side - and God bless us at a

heavy offense to both parties. If we can then limit
of his assumed power, the government will have
little difficulty in effecting an agreement per-
manent and satisfactory to the whole people.

I am, dear Sir,

Truly yours,

John Rogers

Hon. A. H. C. C.

U. S. Senator

John Rogers,
Clement's Station,
near F. Lane, April 18/42

To
Hon. A. A. Liver

Enclosing find
ings of a Convention of the
Western Churches and
hoping that it be laid be
fore the Secretary of War
with accompanying letter
to him & Memorial to the
President of the States referred
to therein.

Handed in by the present
Secretary of War this day - The
same papers are already on
file (taken by two of his
assistants from the War Dept.
Department I don't put in doubt
of the same day - The War has
been put on - Walter Foster
May 22/43 -

Recd 22 May 1843

Wm. G. B. B. B.

War Department
Office Indian Affairs
October 3rd 1842

Sir,

As you have received your instructions
as Commissioner under 17th Article Cherokee
Treaty of 1835 & 36. I now inform you that
this Office is ready to deliver to you the records
& accompanying documents that were received
here from your predecessor and copies of other
papers prepared here to facilitate the discharge
of your duties.

Very Respectfully
Your Obedt. Servt.

Wm. H. Hall

Now John N. Eaton or
Now James Iraduce,
Commissioner under the
17th art. of Cherokee
Treaty of 29 Dec 1835.

Cherokee Nations,
near Fort Gibson, April 18. 1842.

To the

Hon. John C. Spencer.

Secretary of War.

Honored & Dear Sir,

The undersigned

respectfully enclose the proceedings of a convention, of the western Cherokees, concluded yesterday as the Agent Mr Butler, is absent and his return to the Agency uncertain, we are instructed to send you this copy of our proceedings. When he returns they will be communicated officially through him - and in the mean time we earnestly ask that you will give the enclosed memorials your attentive consideration, and refer it, to the President of the United States.

The Delegation appointed to proceed to Washington, will start as soon as they can see the Agent, and make the necessary preparations and trust that they can effect an arrangement with the Government which will be advantageous, and satisfactory to both parties.

We are Truly & Sincerely
your Friends

Thos Wilson
Secy

John Rogers
President

Letter to Comdr
from

H. A. Bille

Englewood Star

Blufford West

18 June — 44

Van Buren

Arkansas

Washington City

June 18. 1846

Genl Geo. S. Mason

Missouri Commission

As the Missouri State is preparing to send a commission to the State of Arkansas, and to have the claims for property lost during the migration after the 30th of May 1838 will be received and adjudicated by the Court or will they receive and allow only such claims as are provided for by the Cherokee Treaty of 1838. When the great crisis is over of you the favor to inform us in relation to the same at Van Buren Arkansas.

We have no suggestion to make as to the time the Court will sit in Arkansas, we suppose it will not be convened until some time before the claims which have been filed, and the sitting season is over in October before that time we do not think it would be safe for you to go.

Very respectfully

Yours with esteem

Geo. S. Will.

Englewood Station
St. Louis, Mo.

23

18

Miss Washington & Mason
Washington
D. C.



Mr. E. Con. m.
19 N. 10th St.
Wash. D. C.

Orwigburg 19 Aug. '1864

Messrs Washington & Mason

Gentlemen,

The death of Mr. Munkelbauer
required my absence from home for some days,
otherwise your letter would have been replied
to before — My notes in the numerous cases of
Cherokee claimants taken at Memphis and Washpt.
have never been considered by me as documents
belonging to the War Department, I ought perhaps
to be retained, but as you say they may be
of service to yourself & the claimants, I have
concluded to forward them to the Sec. of War
for your inspection — They will be sent by
to-morrow mail —

Respectfully,
Yr. Ob. S.

Edw. B. Hubley

W. B. Lewis
To
Commence
dated 16th Sept 1844



Tr. dept
2^d ad. office

George C. Washington Esq.
Cherokee Comm.
Washington
Dist. of Col

Treasury Department
Second Auditor's Office
September 16. 1844

Sir,

Your letter of the 13th inst. has been received, in which you express a desire to know the amount which has been applied for professional services rendered the Cherokee nation or otherwise - of the fund of \$60,000. - provided by the 10th Article of the Treaty with the Cherokees of Dec. 1835, for the payment of just debts & claims. -

On examination, it appears, that the class of claims referred to was paid on the certificates of the Cherokee Commissioners - which name the article of the Treaty, but never specify the nature of the claim; so that it is not possible for this Office to say, what part of the \$60,000. was paid for professional services. There can be no doubt, however, that the whole fund is exhausted, - because, it appears that there was paid, on account of claims under

The 10th Article, to Citizens of the United
States, \$51,642.25, and to Cherokees, \$19,324.87.

I am Sir
with great respect
Your Obedt Servt
M. M. Lewis

George C. Washington Esqr.
Cherokee Council

Leah. Jno. Armistead
Secretary of the
Cherokee Commission
Washington

James Brown
The American Society
1014 N. 10th St.

Washington. Oct 10. 1849

Office of the Cherokee
Commission

To Col. Jas. Armstrong

Secretary of the Commission

Sir

The Commissioners have decided, and signed, in their proper signatures, - that Lewis Ralston, is entitled to receive the sum of Seventeen hundred & thirty nine dollars & fifty cents, according to the award in the case presented; and you will make out a certificate, for that amount in accordance -

\$1739.⁵⁰...

John T. Mason

Washn. Oct 27, 44

A Kendall

S. C. Staunbaugh.

Enc. 24th of letters from Capt

Rogers, stating that the

Party had arrived men to

visit the old settlers from

holding their Council

Oct 27. See Oct 20th 44

Indian war.

Received Oct 28 1844.

Assn. " 29. 1844.

W. H. P.

Washington Oct. 27th 1844

Gen Wm Wilkins,
Secretary of War

Sir, Our surprise at being without advices from Capt. Rogers, Principal Chief of the Western Cherokees, in relation to the circumstances that led to the postponement of the Council proposed to be held by him and his people on the 16th ult. was dissipated on Saturday evening last by a letter from him dated the 16th ult. postmarked, Fort Smith, Sept 18th which has been unaccountably delayed in the mails. Herewith we send two extracts of that letter for your information. Although the ground may be covered by the instructions already given to the Board of Inquiry recently constituted, we respectfully request that these extracts may be communicated to them with special directions to inquire into the truth of their allegation, particularly as to the arming of the Red Party and their design not only to prevent the proposed General Council of the Old Settlers and Treaty Party but to seize and punish those who participated in the preparatory proceedings at Mr Daniels, on the 26th August last.

With high consideration
Your Obt Servt

Amos Kendall
& C. Stambaugh

Abraham Lincoln

Superintendent

Mont. Dist.

John Smith Esq. 1844

My dear Sir

I have the honor to acknowledge the receipt of your letter of the 10th inst.

relative to the

Superior Court of the District of Columbia

Having been informed by a Committee of the "Old Settlers" to whom the Court has referred for supplying the People with printing, as to the Court's course, to be taken in the

month of the present, on the 16th of this month - I wish by this to take

the Court's course for supplying the Court with Stationery. As I know the payment

for this Court's bill will have to be made out of the Public Funds which will not be paid to the People until the 1st

repair of Congress, I am willing to allow
 a very liberal price say. One (\$1.00.) Dollar
 Twenty five Cents, per Basket for the
 - Three (\$3.00.) Dollars, per Band
 round, for Flour, delivered at the
 Council Grounds. -

G.
 we
 = to
 for
 =
 2

You, will please, let me know
 immediately, your decision, whether
 you take it, or not - that I may
 not remain in uncertainty, as time
 is precious, with me in this business.

9
 4
 5
 0

If it does not meet your views,
 you, will be kind enough, to notify
 Mr Washington Adams, as I have
 understood, he was willing to take it.

4
 on
 for
 C

As I am anxious, you should take
 it among, you, for I have been very
 much disappointed, as you have no
 doubt been by. Take - Adm - Wise

G. de Loh. L. de C. - I hope you
will take into consideration my situa-
-tion, that I am working, without
funds, for the good of the people & for
the good of you all, & take the Contract
among you.

I shall immediately, write, & send
of express, to Mr. L. de C. & Mr. L. de C., to furnish
the Buf. & Sal - which he has promised
to do - & if you furnish the alcohol & the
we are safe, in the provision line.
If you & Mr. L. de C., furnish the catering,
there is nothing more required, to
ensure the success of the "Old Settles", than
firmness, & acting together, as the General
Councils —

Respectfully,
Yours
John Rogers

Sept. Mason & Washington
Commissioners under
Cherokee Treaty

To Genl. Mason & Washington
Commissioners Cherokee Treaty

I presume that your board will
soon adjourn in this City to resume your duties
in the Cherokee west. Wishing to have an
opportunity afforded me to make a verbal
statement to the board, on my spoliation claim
to the New Echota improvement, I flatter
myself that I can satisfy the Commissioners
and remove the objections raised up against
the claim, and if convenient on Monday
at 10 or 11 o'clock.

Very Respectfully &c
O. Hicks

Washington City
Nov 17th 1844

Hon. Gov. Houston
January 24th 1844

Cherish

Recd 34
Page 447

J. Hartley Crawford

Letter to Commrs

23 Aug - 44

War Department,
Office Indian Affairs,
23. August 1844.

Gentlemen,

I transmit, herewith, a copy of a letter addressed to the Secretary of War by Hon. Edwin B. Hubley, accompanied by the document therein referred to, which you will please return to this office, to be sent to Mr. Hubley, when you have done with it.

Very respectfully,
Yours Mo. Olt. Serv.

Wm. L. Garrison

Messrs.

Washington & Mason,
Chesapeake Canal,
Washington,
D. C.

J. Henthly Crawford
Transmitting a Copy of a
Letter from Geo Kelley esq.
in regard of Langly Oldmoy
Claims 30 July 1864

War Department,
Office Indian Affairs,
30. July 1844.

Gentlemen,

I transmit, herewith, for such action as you may deem to be necessary, thereupon, a copy of a letter received by me to day from George Kellogg Esq. respecting the balance due respectively to John Langley & W. A. Coleman on their claims adjudicated by Messrs. Eaton & Aubley. The original letter has been referred to the Secretary of the Treasury.

Very respectfully,
Your Mo. Obt. Servant.

Wm. A. Smith.

Messrs.
Washington & Mason,
Cherokee Commissioners,
Washington,
D.C.

Th. Hartley Crawford

Additional Instructions

20 June 1844

War Department

Office Indian Affairs

20 June 1864.

Gentlemen,

As the Works and papers pertaining to the business confided to you by the President of the United States have been returned to you to day - I deem it proper to inform you of the views of this Department respecting the various classes of claims that are embraced by the treaty of 1835 '36 with the Cherokee - and which, as Commissioners under the 17th article of that treaty it is your duty to examine and decide. As these views were fully expressed in every material point in the communication of 28. September 1862. to your immediate predecessors - and as it has been printed in Report N^o 391. of House of Representatives Vol. at last session - ~~the same views are also contained in the communication of 28. September 1862. to your immediate predecessors - and as it has been printed in Report N^o 391. of House of Representatives Vol. at last session -~~

~~the same views are also contained in the communication of 28. September 1862. to your immediate predecessors - and as it has been printed in Report N^o 391. of House of Representatives Vol. at last session -~~ it is only necessary to refer you to that document of which I send you a copy. The same document also contains the opinion and decisions of this Department, on special cases arising under said treaty to which I invite your attention.

Your compensation has been fixed at \$3000

per year each - and that of your Secretary at the rate of \$1600 per annum, respectively inclusive of all charges.

As Congress has limited the duration of the term of your Commission to one year from the 1st instant, and as it has been represented to this Department that a large number of claimants await your action in the Cherokee Nation - I deem it proper to urge upon you the importance of your going to that nation with all practicable convenience, dispatch - consistent with such duties as may devolve on you here.

Very Respectfully
W. B. Thompson

J. H. R. [Signature]

Hon. John T. Mason

Hon. George C. Washington,

Cherokee Commissioners.

1843

To the
P of the Act
as to
return of letter by
Sec of War

Truly Yrs. C. M. 43

Sr.

We had occasion to address a respectful letter to the Sec of War, in relation to your letter of the 10th inst. in relation to the same, and enclosed upon a copy is enclosed that of our judge.

Instead of responding to it, - instead of leaving a word, that there is a vast difference, let us the independence of official action, & the propriety of it, be returned our letter, which is not, in the least, open.

Kindness, in words, indignity, is not without her, in any aspect of complaint; or that, in a word, it should be taken by you. No mediation, or interference, we can be secured, from any one, in regard to a personal affair. He adds, amongst others, as this has been. To us duties have been assigned by you, which show us in connection with Mr. Portin; but the circumstances admitted to, place him at such a slight distance, behind any estimate we can have of the character of a gentleman, that henceforth, we must be content to pass, even official, to see us with him, with no such do of transitory to explained.

Thus situated, & thus intending, to do the same time with our meaning to do any thing, ^{the} nature of complaint to you is, we are to you to come this, that nothing of wronging improperly may be imputed to any future act of ours, who could again lead to any such, to us, ~~the~~ ^{we} ~~concern~~ ^{concern} who has given himself to such reproaches to ~~reproaches~~ ^{reproaches} folly, & phrensy; & standing to you, in the relation we do, we have felt it matter of duty, to make known to you this determination -

With great respect

J. C. C. C. M.

in the interest of the State

Returned to the city by the
Saturday, without incident
the same week. The
meeting the end of the
the 1843

Cherokee Commissioners Room
Washington 24 Nov. 1843

Sir,

We addressed you on the 17th inst., for the purpose of procuring the decision of the Sec. of War upon a matter which the Commissioners of Indian Affairs had previously given an opinion unsatisfactory to our minds, because we think he was clearly mistaken — The application to you therefore was in the nature of an appeal from the Commissioners decision & which according to the words and meaning of the Act of 1832 I quoted by you in your communication of this morning to us, you had a right to review. We therefore were not a little surprised to learn that instead of giving us your own opinion & decision, you had referred our application to the very man who had previously decided against us & from whom decision we appealed to the Sec. of War —

Your note of this morning contains nothing explanatory or satisfactory to either of us, & however ~~disappointing~~ ^{disappointing} you may feel inclined to ~~add~~, we most respectfully claim as a matter of right the opinion and decision of the Sec. of War upon the question submitted to him —

We have the honor to be

Very Respectfully
of O. S.

J. H. Eaton.
J. B. H. H. H.

Hon. J. M. Porter
Sec. of War

J. M. Porter
Secy of War

5. Octo. 1843

War Department,
October 5. 1848

Gentlemen,

The President of the United States has transmitted to me your letter of the 3^d instant, which should have been transmitted to him through this Department. He directs me to say to you that it is not for you to consider whether Congress may or may not make additional appropriations to meet future expenses or claims and that it would be better in every view for you to proceed to Arkansas with as little delay as possible.

I am

Very Respectfully, Yours,

J. M. Porter

John H. Eaton and
Chas^r B. Hubley Esqrs
Commissioners of
Washington City

Sir

Washington D.C. 13th 1843

The undersigned Commr. authorised to adjudicate claims arising under the Treaty of 1835 and the act of Congress of 1842. Report)

That having proceeded to the Cherokee Country N.C., claims by the Indians, of every nature & description were presented & the testimony of each ^{was} heard & examined into. This being done, it was considered advisable, to return to Washington, to make out reports in the different cases submitted; it not being considered necessary for that purpose for the Commr. to remain where the claimants resided. A further consideration was, that many facts not in their possession, but which rested with the records of the War Dept. were indispensable & necessary to be resorted to in making out satisfactory opinions on the presented demands.

There seemed to be a propriety in having first settled the business which ~~was~~ ^{occurred on our visit} to N.C., that the amount to be charged

against the appropriation of 1837. For the fulfillment of this treaty might be ^{then} ascertained, before any action was taken, in relation to those, which existed amongst ^{the} Cherokee ^{Indians} in the West.

An additional consideration was, that the appropriation already made by Congress would be ^{insufficient} to meet the expenses necessarily incident to an examination of the claims of the Western Cherokees; & that no commitment might be made, by any precedent action of ours, it was considered most advisable, to defer any further action, until Congress should conclude whether or not these Western claims should be also examined into.

At present we are engaged in preparing our reports ~~in detail~~ ~~and reports~~ & opinions ^{in detail} on all matters, submitted, whereby the nature and character of every claim East of the Mississippi River, will be presented, in fulfillment of the report of 1830.

We have the honor to be

Sirs,

Yours &c.

Very Respectfully,

John H. Eaton

Edw. B. Kibbey

Wm. Rogers
21. Sept 1862



5

John H. Easton
Washington

5

1 Artilla Saunders
2 ...
3 ...

1 value - 267.25
400 - 368
629.25
amount 131
4 pt. 37 - 3
P. abt. 5 - 490.02 in chad. 580
629.25

2 - valuation - 77.
400 - 2 - 107

2nd arm - 1435 - 107.95

Washington 24th July 40
 Sept 21st 1840

John John 24th July 40
 Dear Sir

Atilla Charles, John T. Jones
 and John Davis, have informed me to draw
 upon the Govt some fifteen or two thousand
 dollars, which they say is due them for valuations
 of improvements under the Treaty of 1835.6.
 They say that the valuations are made by the
 valuing agents, and allowed by the Commis-
 sioners whilst sitting in this at Washington or Calhoun
 and a part of the money paid to them.

The truth of this statement will appear
 from an inspection of the books of the Commis-
 sioners - and if they tell the truth they are
 entitled to the balance of this money which
 is now withheld in order to favor the
 policy of a general removal.

I will be much obliged if you will
 look into this matter, and if they have any
 money due them, I feel authorized to say
 that you shall be liberally paid for all
 the time you may be forced me to employ.

I make you this offer, believing that the assistance, which is claimed, is in reference to a matter altogether distinct from the matter and things coming within your jurisdiction as a Commissioner.

The day some of my friends start for the West. They have waited in vain for some time, to hear from the meeting agents who from some cause has failed to write as he promised to do. It is certainly wrong to keep in a state of suspense as to whether the Gov will furnish the means of removal or not. The Gov can certainly say yes or no.

It is true that some of us have numerous removals and substantial money, but the majority who have not with the Govt make no distinction. If they deny it to us who have none, they certainly ought not to deny it to them who have not. And many who have received considerable increases in this year's business - are they not entitled to removals and substantial for the increase of their business?

May I request your attention to this matter we should like to have a favorable decision from the Department, but an adverse one, will have serious suspension. Please let me hear from you soon.

Very respectfully yours
 Wm. L. C.

William Rogers

Wm Manchester Esq

18. Sept '43

for my acct.

Murphy 26 8 ✓ 95
Sept 17 1843

Hon John Eaton

Wilmington City

J

Dear Sir,

Cherokee Oct. 17, 6, 1843

As you have some knowledge of the
Service I have rendered the Public in this
Place without fee or Reward, should there
be an office in relation to the settlement
of the Cherokee affairs, that you may think
me competent to fill, one that would
not require a very long absence from
my home, it would be well as for
very great favour.

To a Gentleman of your knowledge
of matters & things, I think long Epistles
on self Praise, would be useless.

I am some indebted and my health delicate
with a little family to support -
after wishing you and your family health
& happiness, I remain yours to serve
with
Respect & Esteem

Wm. M. Stewart

Hon. John H. Eaton }
 Hon. E B Hubley } Commrs
 Col C H Gardner Secy &c
 Present

Jos W. Beaman
 Agent &c
 Aug 14. 43

Murphy 14th Aug 1843

Gentlemen.

The duties of emigrating Agent, have been confided to me, & as you have been here some time engaged in Indian business, I take the liberty of requesting ~~your~~ assistance in the way of advice as I am satisfied it is in your power to befriend.

Applications are already made by some, for enrolment who wish to unite with their brethren in the West, & who desire to receive the commutation stipulated for in the Treaties to remove themselves, most of whom are fully qualified to do so; but if the funds for this purpose be advanced the party receiving them ~~fail~~ to remove would the Government consider me responsible for that failure.

You are aware of the influences ~~here~~ which are in operation here to prevent the enrolment & emigration of a large portion of the Indians of this Maymeos County, & the difficulty of keeping up a favorable disposition to removal when produced, if they are permitted to remain under the continual operation of influences unfavorable to emigration.

In this view of the subject, might I risk in the hope of its being approved by the Gov. & the opening a rendezvous at some convenient point thence unite & support the Indians until a sufficient number might be collected to begin the emigration. Provisions are now so low that the experiment might be made at a small expense.

What mode of conveyance & route would be most practical & cheapest?

I am aware that you can offer me no positive instructions on these subjects, but intending soon to confer directly with Mr. Crawford Commr. Ind. Affairs, I should be gratified to have the benefit of such views & opinion in reference to these matters as your experience & observation, during your stay here may suggest.

Please excuse the liberty I have taken

Oct. 10. 1864

It be good enough at whatever time of season you
may have from the important duties confided
to you can know under consideration, to favor
me with a reply

I am Gentlemen Very Respectfully
Yr Most Obedt Servt.
Edw. M. Dearrick

To Hon John A. Eaton 2 Commrs Ve
Hon E. B. Hubly 3
Col C. H. Gardner Secy &c

Received Oct. 10. 1864

Murphy Cherokee County Ga.
August 5. 1848. -

Rev. John H. Eaton.

Edward B. Hubley Comr. on.

Gentlemen,

The undersigned
having been informed that various ^{claims} have been
allowed to them by the former board of Com-
missioners, and not having received any of
the money as yet, take the occasion respectfully
to enquire of the present Board whether the information
thus derived is correct or not, and if so, what
amount is due to them on the books respectively, & in
whose hands, if any, has the money been placed
by the Government with instructions to pay the
same to the several claimants. Any information
in the possession of the Commissioners touching
the subject will be thankfully received by
your friends & att. I remain,

✓ Dickah nequika
✓ Cunnockeekie
✓ Chunnogitkee
✓ Zaaniak
y

Dickquicker
Lamlow
Attsteeven
Geogah. wab. yek
Lomney
Lammey
Lamph. yek. lough
Lame
Ah. wab. quah
Ch. wab. chuck. kee
Chewah or Looah

Myr. Eaton - Quincy July 28th 1843
Genl.

Myr. Eaton - Quincy

Your Friend the Subscriber only -
 his inequitable circumstances beg of you the appointment
 of Valuing Apts. If your opinion and the opinion of others
 around you which by reference you can get, justify you, be
 pleased to notice this request. I present myself before
 you, in the Character of a Beggar, is truly repulsive
 to my feelings but necessity drives me to it and I will do so - This is my excuse

Quar Receipt *Thos*



PAID

Sh

Hon. John H. Eaton,
U. S. Commiss^r &c
Murphy,
St. Barbara.

John G. Mulvey
former Secretary to C. C.
21 June '73

Athens, Tennessee,
June 21. 1843

Mr. J. H. Eaton,
U. S. Comm^r. &c.
Sir,

If you should have occasion to employ a Clerk to assist the Secretary of your Board, I should be much gratified if you would confer on me the appointment. I had the honor to fill the place of Secretary to the former Board of Cherokee Comm^rs during the last 18 months of their sittings, and my acquaintance with Cherokee matters, generally, might be of some little service to you apart from the industry with which I should endeavor to discharge the labors of a Clerkship. I take pleasure in referring you to any of the gentlemen who may now be at Murphy, who had business with the former Board.

You will much oblige me by answering at your earliest convenience.

I have the honor to be,

Very Respectfully,

Your most obedient Serv^t

Jno. C. Mulloy.

For

Col. S. R. Lowry &

J. A. Love

from Messrs.

Clingman - Francis, Wolfe

& Thomas

Murphy 11th June 1843
 The undersigned. Recommend Col. R.
 Long of Macon & J. R. Love Esqr.
 of Heywood as Voluntary Agents

J. L. Cunningham
 A. Francis
 M. Woodfin
 W. Thomas

Wm Cunningham
 Joseph Welch Esqr
 Chas. Vatham Esq.

June 21st Received in by
 43- Cep. R. R. Love
 by request of the Church
 in the New England

Mrs. Eaton & Hubby
Murphy
NY

1843
To
You & Family
from
Wm. F. Gordon

Murphy

June 6th 1843

Myers Eaton and Aubrey

I take pleasure in re-
-commending Genl David Lowry of
Macon N.C. as a suitable person
for valuing Agent or doing any
other business, you may require
in your official character here

yours Respectfully

James Graham



10

Major J. H. Eaton
and others
born in Spain
Per Capt. Hunter & Carolina
Murphy.




Received by
J. H. Eaton
by L. W. J. & Co.
9 May 43

article. of said Treaty. Please to
 inform me how for and what
 kind of claims you are im-
 -posing and instruct to dis-
 creet and pay and the
 plan of payment and where
 you wish to pay or organize your
 Board and your will
 any much oblige
 Yours &c

Lewis Rabston

By his atty
 J. D. Beane

To

Wep^r Hand waiter. 
John A. Bell 
Cherokee Naⁿ 

Washington D.C. April 24th 1843.

J.

Messrs. H. H. Martie, }
 John A. Bell }
 The Cherokee. N.E. Gentlemen.

Mr. Hayes, who was attached to no delegation as Secretary, will hand you this, I have sent him to you, the business upon which he is sent, he will relate himself to the reasons you will easily comprehend. you may place every confidence in him, & rely upon his integrity, & honesty.

He has a business of his own likewise to propose to you, which if he can carry through, (I say may can he can,) would be highly advantageous, both to your Party, & certainly very agreeable to us - you will at all events, risk nothing, & may gain a great deal.

I wish him to return as speedily as the nature of the business will admit of -

He will inform you of every particular respecting us -

As this letter can be of no service to you after you have read it, you will please hand it back to him (Mr. Hayes)

Truly your Friends
 J. O. Bell

Messrs. H. H. Martie }
 J. A. Bell - }

John Ross }
 The West. Cherokee }

Thos. H. Blake

Com^d Land. Off^r

General Land Office

March 2^d 1843

Sir,

I have received your letter of the 27th ult., asking in behalf of the Cherokee Commissioners if Charles Thompson's Reservation in Alabama in township 6 Range 2 E, has yet been sold?" and stating that "they desired the same information as to Sutton Stephens - but the papers in your Office afford no information where it is situated"

I answer negatively in reference to your enquiry in both cases, so far as the land department is concerned, and inform you that the land located for Sutton Stephens is in township 14 of range 3 E - in the Huntsville District Alabama, in which district also the Thompson's location is situated -

Very respectfully

Your obedient

Thos M. Carey

Commissioner

C. H. Chardner Esq

Office of Cherokee Agents

3
Hon. Mr. John S. Galt
Cm. Sec.

John S. Galt
Cm. Sec.

Hall of Rep.^l
23^d Feb 1843.

Gentlemen:-

Will you send me a copy of
your communication to the President of the
U States, touching the papers you had made
in the execution of yr duties under the
Charters Act & in explanation of the reasons
of the delay, &c.

Yours truly
Wm. L. Garrison

Yrs. at-ent

Wm. L. Garrison

To the
Hon. J. C. Spencer
— 21. Jan. '43

I am not personally acquainted
with the midstream of the drainage, but
it has been ascertained that the town
of Franklin in Marion County,
North Carolina, would be an
intelligible position. If the Court
should find it of advantage, surely
it is better than any other point in
the State they can agree on to
the latter. It is, however, sub-
mitted for your decision —

Respectfully,
J. C. Spencer

21. January 43

Mr. J. C. Spencer
Hon. J. C. Spencer

aff. and

Jan. 21 1843

J. C. Spencer

Sir,

Our examinations, necessary to be gone into here, being nearly at a close, we desire to have designated the place where we shall repair to, in North Carolina, that we may send, in advance, information of our coming, that the claimants may be advised of it; - or shall the designation of the place rest in our discretion?

With great respect, we remain

Sir, your very obed. servants

J. N. Eaton

Edw. B. Hubley

21st January 1843

Hon. John C. Spencer

Secretary of War

J. Hartley Crawford

Com. & Geo. Affs

23. Nov. 1843

6

War Department,
Office Indian Affairs.
23^d November 1843.

Gentlemen,

Your communication to the Secretary of War of 17 instant, in which you ask a decision in regard to claim for compensation, was referred to this office and a report thereupon required from me by the Secretary of War. The report, in which I expressed the opinion that you should be restricted to the allowance of \$3000. per annum each, in full for services and expenses, was submitted on 21 instant to the Secretary of War who yesterday returned it to me with an endorsement thereupon of which the following is a copy.

"The decision of this matter most probably does not pertain to the head of the War Department. His opinion is to have any influence upon it. He thinks the views of the Commissioner of Indian Affairs correct."

Very respectfully

Your Mo. Ovt. Saut.

Attest: Eaton Hubley,

Cherokee Commissioner.

Now in Washington.

Wm. L. Garrison.

Mr. Messrs Eaton & Hubley
Commrs. &c.
War Department

13 Jan 63

W. H. Lamb

Answered 14th

at the Capitol

13th Feby, 1842

Gentlemen:-

Will you be good enough to furnish me with a transcript of the whole of your proceedings in the following cases:- William Barnes & the Heirs of Bold Hunter claiming under the treaty of 1835-6 - money they are obliged to pay Tennessee for their reservations:- Charles Thompson & Sallow Stephens, claiming the value under said treaty of their reservation as unimproved lands.

Application is made, with the view, if need be, to some action of Congress on the subject.

With great respect,

Yr friend & serv^t

Jos. S. Williams

Messrs. E. & H. Hubley
Cincinnati, O.

Received at Washington City

Oct 10th 1843

Murphy No

Sept. 26th 1843

}

Office Indian Affairs

Wm. H. Proctor

For

Mrs

Eaton

Hubley

Checker

Commissioner

Washington

~~Attest~~

~~Attest~~

~~Attest~~

1845

Simon Cameron & Co
enclosed an apt & favor of
atly to
Cherokee Comm^y
1845

Hon John J. Mason, and
Hon ——— Washington,
Cherokee Comm^y
Washington D.C.

The
of the
March 14. 1845.
The
within
minutes

Bank of Middletown
June 3, 1845

Hon. John T. Mason & Co
Hon. " " Washington.
Cherokee County

I take the liberty of sending
herewith a bill of \$1409.68, with interest from 10th Aug.
1837 against John Drew Field, to which you will
please retain for the use of this Bank, or to my order,
from any funds that may be decreed by your Board to
the said firm, or any one of its members.

I will esteem it a personal favor
if the Hon. the Commissioners will give the attention
and inform me whenever any funds belonging to
the parties come into their hands. Mr. Field one of the firm
is at present in Washington prosecuting claims before the Board
as I understand.

With great respect

I have the honor to be

Yours &c

Simon Greenleaf

+ I enclose a power of attorney from C. C. & L. K. Buck authorizing
me to collect the debt.

Copy of act repealing 4th
Section of act of 1845
barring claims not presented
within six years.

Sec 5. And be it further enacted,
 That the fourth section of the act
 entitled "an act making appropria-
 tion for the civil and diplomatic expen-
 ses of the government, for the year ending
 the thirtieth of June, eighteen hundred
 and forty-six, and for other purposes,"
 passed third march, eighteen hundred
 and forty-five, be, and the same is
 hereby repealed.

Department of State

Washington August 14. 1846

I certify that the above is a true
 copy of the Fifth section of the "act
 making appropriations for the civil and
 diplomatic expenses of the government, for
 the year ending the thirtieth day of June,
 eighteen hundred and forty-seven, and
 for other purposes," transmitted from and
 compared with the original roll on
 file in the Department.

Wm. A. R. Chief Clerk

Li

be made not officially, but privately nearly

Three weeks since notices in flag and newspapers are given requiring all aboriginal claims to come forward & make known the nature & character of their claims; by up to this time, but only one has been presented; one of which, are for military expropriation by 2nd Seattle army of removal in 1838; & hence are not within our jurisdiction. Either there are no proper claims here, or the parties decline to present them. It cannot be expected that the government shall wait an indefinite time to wait the tardy caprices of those who imagine they have claims; at reasonable time, whereby to afford an opportunity for a full & fair presentation and examination, is all the parties can have a right to insist upon, or to expect.

To avoid a delay, that attention to be a protected one, we propose publicly, or daily we are doing privately, to announce, that if in the course of one month, the elements do not present themselves, they Board will adjourn, & leave the business where it is - as to this, what is ^{unofficially} ^{your} ^{opinion} ^{of} ^{the} ^{proceeding} ^{delays} ^{opens} ^{us}, that there are few, if any, proper claims, here, to be examined; what few there may be, will most likely be found not pertaining to the miserable aborigines who live in these mountains; but in the hands of speculators whose solicitude is to retain them here, until their best men be exhausted; & until then, they will listen to no proposal or to removing west: there are persons here, in possession of their confidence, & whose advice is regarded, whose object will be to discourage any thing of emigration until their ends be served.

Robinson, J. disbursing & enrolling agent is reported to be dead. He is friend of the Govt & shall we seek to obtain them for you, & in whose

~~President~~ of the United States being desirous
to do full justice to ~~the~~ ^{undamaged} his
Cherokee brethren, ~~has~~ appointed, ~~the~~ ^{undamaged} Commissioners
to hear & decide upon their complaints, that full
justice under the Treaty of 1835, may be done ~~to~~

ample notice has been given, for all claims to
be brought forward, but ^{or yet} that notice ^{has} not ^{been} regarded
the Commissioners will ~~not~~ wait a reasonable time
that persons having ^{demands} ~~claims~~ may be able to
present them for their consideration & decision.

~~Persons interested~~
~~are~~ ^{Persons interested} are again notified to bring their
claims forward, early, & without delay, that they
may be considered. If after ~~this~~ ^{being} this a
second time, ~~advised~~ ^{they are cautioned} ~~they~~ neglect, or refuse to
present them, ^{President of the} the United States, having done all
that ^{right &} justice requires to be done, ~~may~~ decline
to give attention, to any claims arising
under the Treaty, that may ~~be~~ hereafter ^{be} presented

Of this ~~communication~~ ^{from} communication now
offered, all who are interested must take notice
or failing to do so, ^{cease} ~~must~~ hereafter to complain

~~of the~~ ~~Commissioners~~ ~~of the~~ ~~Commissioners~~

~~Wm. H. Murray~~
~~Wm. H. Murray~~
 The undersigned Commissioners request
 all persons, friends to the Cherokees, who may
 see or hear of this notice to communicate
 it to them; as it is designed especially for their
 benefit. Their business; & the only business
 that is confided; & which has brought
 them ^{to this place} ~~here~~ is to examine into, & decide upon
 all cases which may arise under the Treaty
 of 1835 - to which they desire may be
 presented without unnecessary delay

Murphy 15 June 43 -

1846

Papers received at Office
Indian Affairs from the
Commissioners appointed
to treat with the Cherokee
Indians at the City of
Washington in 1846.

A 66. No. May 22/46.
Indian Office
for notice.

I suggest to the
Comd. of Indian
Aff. that a copy
of this should be
sent to the In-
Committee as
they have this sub-
ject under considera-
tion W. L. M.

Copies sent by Indian Office to
Chairman Committee Indian Affs
Senate & House Rept 22 May '46.

94

Head Qu. 2^d Mil. Dept
Fort Smith, April 28/46

Brig. Genl. Admcke

Reporting fresh disturbances
among the Cherokees along
the Arkansas border

Respectfully sub-
mitted to the General
- in - Chief -

Indian Affairs. Genl. Secy.

Having on the 1st of June
seems to be what to have
acted promptly & in accordance
for the benefit of the Arkans.
as otherwise!

The Secy. of War will
be most anxious that

May 18. 1846

It is well known that
the Indians are now
in a state of rebellion
at Fort Smith with
the intention for the defense
of the Arkansas Indian
territory. If we could
be sure of getting that
information in time it might
be sufficient for that
purpose to send two strong companies
the 1st Dragoons with
the 1st Cavalry column but
that doubt should have
great weight with the
Genl. I would suggest a
modification of the
order to take two companies
of horse & three of foot
from Arkansas, in-
stead of all on foot
Respectfully submitted
Winfield Scott.

Head Quarters 3^d Mil. Department
Fort Smith, April 28th 1875.

Sir,

I regret to be obliged to report to you the occurrence of fresh disturbances on the border of Arkansas, arising out of the animosities existing between the opposing parties in the Cherokee Nation. - I had but just despatched to you my letter of the 25th inst, when I received from Lieut. Johnston (Comdg. near Coatesville in the temporary absence of Captain Boone) information of the murder of an old full blood Cherokee, named Too-noo-wee, while at work clearing his land, some two or three miles from the Sagoon Camp near that place, - This occurred on the 23rd inst, and on the 25th, parties of Cherokees attacked or waylaid, and badly wounded, within the limits of the State of Arkansas, Billy Starr, son of James Starr, deceased, and Ellis and Dick Starr - on suspicion, it is supposed, of having been concerned in the murder of Too-noo-wee. These occurrences have again thrown the border into a state of alarm, and I have in consequence deemed it advisable to increase the force on the line by Captain Steen's Company of Sagoons, and a Company of Infantry, from Fort Gibson, and have sent instructions to Lieut. Col. Loomis to proceed to the camp near Coatesville, and assume the direction of affairs on the border. - The crisis demands energetic measures, to prevent these outrages ripening into intestine war in the Cherokee Nation, and to give confidence to the frontier

inhabitants of Arkansas. - I have therefore given orders that all disturbers of the peace and quiet of the frontier, whether refugees or other Cherokees, be arrested wherever found, and secured; Such as may be amenable to the laws of the State, or of the United States, to be turned over to the civil authority, - Those who may be charged with offences, against the laws of the Cherokee, growing out of the troubles which have distracted the nation for some months past, I have directed to be held subject to my orders, unless crimes against the State, or the United States, are also alleged against them. Had the Cherokee Authorities enforced their laws against the individuals of the dominant party, who were concerned in the murder of James Starr and some six or seven of the Treaty party, in November and December last, (they have ^{since} executed one or two opposed to them) I should feel under an obligation to surrender, if secured, any individuals among the refugees, who have been guilty of acts of retaliation on the dominant ^{party}, to be dealt with according to the laws of the Cherokee Nation. - As it is, even handed justice forbids such a course, and in any arrest that may be made of such persons, or of individuals of the dominant party, ^{not charged with offences against the State,} I shall have no other object in view than the security and peace of the frontier, and I shall order them to be kept in confinement so long as may be necessary to secure this object, or until the pleasure of the Government is known respecting them.

I shall still farther increase the force on the line, by a company of Infantry from this post, should -

Sir, Col. Doonin deems the occasion to require it.
I have the honor to be,

Sir,

Your obedt. servt.

Ch. Arbuckle

Brig. Genl. U. S. A.



Brig. Genl. R. Jones.

Adjutant of the Army.

Washington, D.C.

332

(no. 1)

Benton County (Ark.)

May 25, 1845

Jos. M. Wisick

chm. agent
to

Brig. Genl. Abner K.

In relation to Cherokee
disturbances on the frontier

Copy.

Jos. M. Puntis

a. a. Genl. S. Capt.

43. G. C. Brown

June 25. 1846

R. J.

June 25. 1846

Blount County, 28th May 1846~

Sir,

I have been absent from the Cherokee Nation for several days on business appertaining to the Agency, in arranging my Band as Agents; and endeavoring to obtain evidence to identify the Band of Cherokees who crossed over into the State of Arkansas, and killed Richard Stan, and wounded Ellis and Wm. Stan.

The Circuit Court of Washington County is now in Session, and I presume will prefer Indictments against such of this band as may be satisfactorily identified. altho' it appears there were at least thirty in this company, and the outrages were committed in open daylight, yet I find it much more difficult to designate even a part of them satisfactorily, than I had anticipated.

On my arrival at home to day from Fayetteville where I had been attending three or four days on the business above referred to, I found Mr. Daniel McCoy, Mr. B. F. Thompson and Mr. Bell who is the bearer of this communication with others to you from a portion of the Cherokee people of the Old Settler and Treaty parties.~

It will be observed that these documents forwarded to you by these Cherokee citizens, represent the Nation, and the greater party especially, to be in a deplorable condition.~

The object of these Gentlemen in wishing to see me, seems to be, to obtain an expression of my opinion in regard to their views and wishes set forth in the two documents which they desire to present for your consideration through Mr. Bell.~

In reference to the memorial which among other things, details the causes which impelled the signers and others of their people to go for refuge to the States of Arkansas and Missouri, the consequent injuries, privations, and the deprivation of the means of subsistence occasioned by such a state of things: assuming that these representations are founded in fact. It seems to me, that these people have reached a crisis, which imperiously calls for the helping hands of the general government to extend them relief, by issuing rations for their subsistence. This course seems to be sanctioned by the government in regard to those who fled out of the Nation to the vicinity of Lawrenceville and Fort Smith at the commencement of these disturbances, and I am of the opinion that the peculiar situation of these people in the North East section of the Nation justifies the same mode for their relief. I am not in possession of such information as would enable me to state the number of those thus situated.

I enclose to the accompanying document designed to be presented for your consideration and action by these people, in which they desire you should cause all parties or the Cherokee people to be disarmed, as a means of affording them safety in their daily vocations: I am well aware Sir, that last winter, you urged on the Acting principal Chief in very strong and unequivocal terms, the propriety and expediency, of all armed companies in the Nation being disbanded and dismissed, that the authorities then and I presume will now, strenuously insist on the propriety and

absolute necessity of keeping up this Light House, or Police Company; I am of the opinion however that much of the excitement and disturbance which has agitated the Nation for the last seven months, was occasioned by those armed bands patrolling the Country, and under color of the National authorities, exercising powers perhaps prompted by malice or caprice; some of these outrages committed by these Armed bands were to be sure extensively discussed by the authorities; but then, it is well known that no step was ever taken, to enquire why or wherefore they were committed, besides, the Cherokee Advocate, which is undoubtedly the government organ either justified, or excused these high-handed acts

Very Respectfully

Your obedt. Servt.

(Sd) Chas. McKissick
Chas. Agent West

Brig. Genl. Arbuckle
United States Army
Fort Smith

65 / No. 2 /

Fort Wayne, May 31, 1846

St. A. R. Johnston

to

Captain M. Boone

In relation to Cherokee
affairs.

Extract

Jas. H. Puntig

a. a. G. W. S. Sept

143. Line. Cherokee

June 25. 1846.

H. J.

June 25. 1846

Extract.

Headquarters Fort Wayne,
May 31, 1846.

Captain,

I take this occasion to say that it is my firm belief that if the Government of the United States undertakes to divide this nation we shall have a Cherokee war. There is a wildness among them which may even before that time break out into desperate acts of violence. Whatever may have been the origin of the evil the more ignorant Indians are now at the mercy they think of men who are making their lives momentary at any moment and for which they have no remedy. They have recently shot a horse from under Tom Starr within ten miles of this place on Flint Creek, and the signs on the road side discovered them by the party. I sent to investigate the matter show that they have been waylaying the roadside for a long time in considerable numbers, thus disregarding the State Law. As this has been winked at by the citizens in some degree I have constituted myself with ordering the scouting parties to apprehend

any such persons they may find and bring
them in.

I have the honor to be
Very respectfully Dear Sir
A. R. Johnston
1. St. 1. Days, Camp.

Captain M. Boone
Camp - Evansville
Ark.

20th July 1846.

Commt. of Indian Affairs
to
the Cherokee Commission,
enclosing papers called for
on the 15th inst, relative to
recent outrages in Cherokee Nation.

CR? July 21. 1846

MP

War Department
Office Indian Affairs
20 July 1846.

Gentlemen,

I transmit herewith certain original letters &c
which are sent in compliance with your request of 15. instant.
They contain it is believed, all the information recently received
at this Department having reference to the subject of your
inquiries.

As soon as you have done with these papers, you
will please return them to this Bureau, as they have been taken
from the files of this office and that of the Adjutant General.

Very respectfully

Your obt. Serv^t

W. M. Will

Mrs. Burke, Armstrong & Harris
Commissioners &c

Ann. W. Medall com: Ind: affairs
dated 27th August 1846

War Department,
Office Indian Affairs,
27. August 1846.

Gentlemen,

I am directed by the President to say that a proper regard for the convenience of the claimants who are becoming somewhat impatient, as well as the interests of the public service require that you enter upon the discharge of your duties as Commissioners under the Cherokee Treaty of 1835. at the earliest practicable period.

The necessary instructions are prepared and the Department is waiting for you to report your arrival and readiness to proceed to business, to send them over to you with all such books and documents as tend to define and illustrate the objects of the Commission.

Very respectfully,

Your obt. St.

W. Medill

Edward Hardin

B. H. Brewster Esqrs.

Commissioners &c.

Washington,

D.C.

J. F. Wheeler
asking for early con-
sideration of his case.
Sept. 5, 1846.

Washington City Sept. 4 1845

To the

Hon. Ed. Franklin & Son & Brester
 yours I would be very much obliged
 to you, if you would take up my case, which
 has been submitted to your consideration,
 and decide upon it as soon as convenient.
 I do not wish to be troublesome to you, but I
 feel assured you will excuse me for urging a
 decision, when I inform you that I have
 been waiting now for the last six months
 for the organization of the Cherokee Com-
 mission, and my anxiety to return to my
 family is great, having to travel a great
 distance to reach my home.

I am respectfully yours &c.

Jno. F. Miller.

David McEllan.

Sept. 17. 1846.

Answered, Oct. 21. 1846.

Mr. Harding, & Mr. Brewster
Cherokee Commission
Washington D.C.

Van Buren Sept 21st 1846

Sirs

Harding & Bruster Cherokee Commissioners gentlemen you will confer a favour by giving me information on the claim of Temple W. Ross. This claim has been proven up some years ago, before the Commissioners, and last year I filed powers of attorney with additional proof with Messrs. Harding & Bruster then acting in that business, and I have not learned what disposition was made of the claim, or whether it has been acted on or not. Should there be any more proof wanted you will inform me at this place.

With respect yours

Obt servant

David McCallan

J.C.

As soon as the above claim is adjudicated please forward me a certificate for two of the heirs named in the Power of attorney &c

Yours &c

D. McCallan

V 11664
Madisonville Sept 21/46
Nicholas S. Prele
Relating to an article of
agreement between himself
& Andrew Taylor for prosecu-
ting an Indian reservation
claim.
Signed by Secty of Quary,

L. H. 4. 6. 2.
1846

Washingon City
Th. Robert J. Walker

at 12. 1846

10

Madisonville

P. 268. Oct 2/46

Comm. S. L. 1846

Oct 2/46

Wm. Maximille Sept 21st 1846 -

Sir

I held an Article of agreement in a certain Andrew Taylor an Indian Country man and sent it to the City of Washington twice and the last time it was directed to the Honble E. A. Foster and said Article is lost or misplaced - said agreement was for preparing and prosecuting a Reservation claim which has been passed in favor of the said Taylor -

My interest in said claim was to be one hundred acres of the reservation or that proportion of Money if the land was not gained and Money had in lieu thereof -

If the agreement can not be found I will prove the substance of it by the Honble Spencer Jernagan and the subscribing witnesses to it -

Yours Sir

I wish my part of the claim placed in the Treasury for me and not to be paid to the Reserve of his Attorney or agent - so that I can get my Money if Taylor gets the Money

it will be a loss to me of the whole debt—
your attention to the above will confer a favour
on — your obt servt

Nicholas S. Pick

Truhl. Robert G. Walker—

H. Eaton

S. B. Stambaugh

29th Sept. 1846.

of the

of the

Washington

29 Sept 1846

Sir

In the absence of your colleague, not doubting but that he will not disapprove, we request that you will remove the ~~meeting~~ of the board, to some point, other than the Capital, which may be more convenient, to those who have business to transact with the Court.

Comfortable apartments, can now be had, which presently, may not be the case. Winter will come, & Congress will come; when the ^{rooms} occupied in the Capital, being no longer for the use of the committees, can no longer be retained by the Congress. Thereafter, they may be unable to obtain any suitable place for their sessions.

Very respectfully

J. M. Eaton

A. C. Hamblin

Heartsford Ga
Oct 22nd



Paix 18

Gen

Edward Hardin
Washington City
D.C.

Oct 22, 1846

James Green

Kearford Ga
Oct. 22nd 1846

Dear Sir

I recd by this morning's mail a letter
a. from Mr W. P. Miller Secretary, acknowledging
the Receipt of the Votation claims I forwarded
to you on the 3rd of this instant. I would impley
an agent, to see that the papers are properly prepared
for the action of the Board, but I have not
the slightest acquaintance with any one in Washington
except yourself, and I request, if the claims
should come up bfore Congress convince that the
Board will pass over them, untill the Hon John
McLumpkin shall arrive in Washington 12th december
he will be the authorized agent for the claimant
from the fact that these claims are Just & should
not be passed over without being properly brought
before the Board

Yours obt. Servt.
James A. Green

Gen Edward Harden
Washington City
D. C.

To Col. Jas. M. McKissick
Agent for
Cherokee
Cherokee Agency

Protector of
Mr. John Watie.

Tah lon tees Key Chi Nation
November 19th 1846.

Col. J. M. Kissick.
Agent for the Cherokees

I hereby
transmit a Return of the Election, held at
this place of the persons authorized to be
appointed under the late Treaty concluded
at the City of Washington between the Govern-
ment of the United States, and the different
Delegations of the Cherokee people.

Viz - Messrs - William Drew Aaron
Hicks James, Jacob, Geo. John Harnage
and Cabbin Smith. were duly
Elected by the people of "Old Settlers", and
as authorized by said Treaty.

Very respectfully I remain
Your most humble &
Obedt. Servt.

John G. Smith

Chairman of the Committee

Signed William Dutch ^{his}
President of the Committee

Therules. J. Martin
Clerk of the Committee

Bentonsville Ark
Dec 2nd

Paid 10

Messrs. Brewster & Hardin
Commrs Indian Claims
Washington City
(D. C.)

Ans? Dec. 22, 1846.

Nov. 28, 1846.

John Rollin Ridge

Usage (Benton Co. Ark.)
 Nov. 28th, 1846.

Messrs. Brewster & Hardison
 Commissioners of Indian Claims.

Dear Sirs,

First, I am very glad to see
 the purpose of ascertaining what has been done with regard to the

Exposition claims, presented by the heirs and legal Represen-
 tatives of John Ridge's deed, through Geo. W. Paschal Esq.,
 for your adjudication. I hope most earnestly that
 they have met with your favorable judgment; for they
 certainly are based upon sufficient proof, and sus-
 tained, in their nature, directly by the Treaty
 of 1835. The claim for dispossession of John Ridge's
 Ferry in the old Cherokee Country is more particular-
 ly so. Other claims, a hundred times fuller than
 this one, and presented by persons far less needy than
 we are, have at different times been readily paid,
 and what is aggravating too, our claim, founded
 on the surest principles of justice, has been at the
 same moment passed by with the coolest indifference.

I am not disposed to complain, but I must express
 myself as exceedingly anxious, on account of my
 mother, my brothers and sisters (which last are grow-
 ing up without the means of a liberal education)
 concerning the results of your decision. I shall take
 it as a great favor, if you will write to me (however
 briefly) relative to the claims of our family.

Your place of direction will be
Bentonville, Benton Co., Arkansas.
I am, Gentlemen,

Messrs. Brewster & Hardin
Commrs on Indian Claims.

Yours Obedtly
Jno. Rollin Ridge

Reports of
Upton and Summey, and
Jarrett and Lane, valuing
agents.

War Department
Office Indian Affairs
6 December 1846

Gentlemen,

The accompanying reports of Messrs.
Hpler & Hunsley, of 24 September 1846, and
Messrs. Jan. 11 & Lee of 28 January 1846, indicating
the value of certain Cherokee improvements are
presented to be the papers requested of me by Mr.
Hester in his letter of 21 instant.

Very respectfully,

Your obedient servant

W. W. Medill

Messrs. Hewitt & Hurd
Cherokee Commissioners
Washington, D.C.

Instructions to
Messrs Upton & Hummer,
Valuing Agents.

Murphy No. 2 Augt 23 1842

The undersigned Com^r to adjust claims arising under the Cherokee Treaty ^{of 1838} have appointed you to make valuation of such lands as are contained in the enclosed list; & make report of the same, addressed to us, at Washington City. Such other valuations as from time to time may be necessary, will be ^{made known to you as} referred to ~~us~~ our decision on submitted claims as made. Your Compensation will be four Dollars a day, during the time you may be actually engaged; you will accordingly ~~certify~~ ^{make} in your acct^s to us -

Yours respectfully
 Col. Wm. W. Johnston
 Peter A. Bunnery Esq.

[Signature]

[Instructions on separate paper]

It is not presumed that any survey will be necessary. Having come to the place to be valued, if a Reservation, the line of the former survey will indicate the situation of the land, which you will be afforded an opportunity to ascertain the value, ^{which should be fixed} on a basis of liberality but not extravagance. In the list of valuations to be submitted to you when a reservation is presented; if it is to be valued as improved land, ^{we will so communicate & we will also make it known to you} ~~it will be so stated; it will be also stated where the valuation~~ is to be in reference to the improved ^{value} state of it, at the date of the Treaty. Resumption, being of small size (one hundred & fifty acres) their value including "the houses or Improvements" of the element may be readily ascertained by inspection, without a resort to the Compass & Chains; ^{But off} ~~But should it be the case, that in your report~~ at any time, a survey may be indispensable, to a correct ascertainment of any valuations you have to make, you will in such case employ a suitable surveyor, & contract with him for the services to be rendered.

In valuing ^{any} improvements, you will state what quantity of improved land - what houses - peach or apple trees ^{or other things of value} were on it in 1833; also it will not be necessary that you attach any valuation to such things; but merely state what they existed at the time.

As regards prices, you will ascertain the probable average value for one year, spanning the years 1836-37 or the

standard; & multiply that sum by ten - the product set
down as the new value of the same

Now as you shall have completed your first four
of examination, you will report that, to us at work

Copy 1

Sir Sir

Murphy 23 Aug^r 1843

You are selected with Mr P. A. Summey of this place, as a valuer of Indian Lands. Your regular commission of appointment & instructions are left with Mr S.

The compensation will be \$1000 a day while engaged. The business assigned you, lies in Tennessee & this State; & it will be for you & he to concert the time which may best suit the convenience of both of you, in your action.

We leave here in the morning direct for the city of Washington by way of Ashville. Mr Summey, who proceeds with us to Ashville will be absent ten days, after which he will be ready to proceed with you on the business assigned.

I have just conferred with Mr S; & the following is the plan proposed - that you report at this place the end of the 2nd week in Sep^r, so that on Monday the 18th you & he may proceed with the business here, which being furnished, you & he will arrange a time for your after meeting to examine matters in Tennessee.

Very Respectfully,

Col Wm A. Nelson
near
Madisonville
Monroe County,
Tennessee.

John W. Calton
Edw. B. Hubley

James Cleland.

Sept. 21, 1846.

Answered Oct. 21, 1846.

Washington City

John E. Anderson

Chicago (M. A. Spence)



PAID



Savannah Sept. 17th 1846.

Genl. Edward H. Holden

Dear Sir,

I observe by the paper - that you are one of the Commissioners appointed by the Government to ascertain and establish the claims of the Seminoles under the Cherokee Treaty &c. - What favors are to be given through in the part of the Government I am ignorant of - further than has been hitherto done by me. Some years ago (I believe 1835) while on the Cherokee as an Agent of the Government called at Major Wilcox on the specification in Treaty relating to Seminole migration and subsistence of those who were Cherokees, or claimed as such. At that time as a matter of course drawing and availing myself of the terms of Treaty made with this Nation - and subscribing to the same company, gave to the then Agent, a list of the names in this paper in an own right, as well as that of my own family. It was done personally. The Return of said names has been made to the Department. You will be obliged by information on the subject. - You are aware how my claim can be established by other means. - With best respects

I remain

Your obed^t servant

J. P. Meland



Paid

Paid

Hon. Edw. J. Harden
Comptroller
Washington City

W. H. F. W. - Nov 7, 1846.

Carroll County Georgia
November 7th 1846

Hon. E. J. Hardin
Com: to Washington City

Dear Sir,

Having married
the daughter of Major George M. Waters, of Bryan
County Geo. I thereby became entitled to her ^{share} ~~part~~
= portion of the amount of ^{money} coming to her and her children
under the 14th article of the Treaty of 1835 at the City
of Washington by J. F. Schormerhorn Secy - by reference
to the treaty you will perceive that myself and family
are in that article by 14th: entitled to our proportion
of Transportation and subsistence &c &c - I made
application through Major Waters at the time Mr.
Schormerhorn was in this Country as acting agt. and
from causes which I have never been able to learn
want of funds I think I did not get my claim -
As a fellow citizen, (and a friend of Major Waters)
I take the liberty of begging of you to interest
yourself in my behalf (and present my claim to
your board in such a manner as will enable
me to obtain it, & Please write me word
what is required of claimants under the treaty so
that I may take the legal and proper steps in
the premises - very respectfully

Yr Obedt St. J. M. St. Fitts:

Marshall
Nov 11

Paid Paid 10

Edward Starden
Commissioner
Washington City

Nov. 10, 1826.
James H. Felt.
of 1835-14 Ant

Warren Grinnette County Georgia
November 10th 1846

Mont. Edward Hardin
Commissioner.

Dear Sir,

I wrote to you by our last mail but apprehending a miscarriage of my letter from the fact that the Post master was absent, and had left his office in charge of a person unaccustomed to the business, I now proceed to address you a letter on the subject of my particular business contained in my first - viz: In consequence of my having married a daughter of Major George M. Waters of Bryan County in this state, I became entitled to a portion of the money paid to the Cherokees under the 14th article of the Treaty of 14th March 1835 entered into or agreed upon at the City of Washington D. C. Schomborn Agent - The object of my application is to learn from you the steps necessary to be taken by me in the premises to enable me to obtain my proportion of money under the provisions of that article viz 14th to which you will please refer -

Presuming that your Commission covers all the Indian claims, I take the liberty of addressing you on the subject - and I trust you will do my self and your old friend Major Waters the kindness to interest your

yourself for us, - Please write to me at your
earliest convenience, stating fully if you please
the steps to be taken by us -

Your attention to
the above will confer a favour on dear Sir
Very respectfully

Yr obt. st

Wm. Pitt

Claimants to Comm^{rs}

Sept. 22, 1846.

5.

and the character of which is clearly settled by the
Treaty. We submit to your wisdom & sense of justice.
We are your friends,

Washington {
Sept. 22, 1846 }

Gideon Morgan
Wm. H. Holt
Richard, Esq.
Dustin Parrille
Benjamin Crawford Agent
for Gary Hinman
Hans H. H. H.

Hon. Messrs Brewster & Harden, Commissioners.
 The undersigned, claimants under the
 Cherokee Treaty of 1835-6, respectfully submit the
 following appeal, which they request you will
 take into serious consideration.

In the ~~present~~ ^{present} case they will declare,
 that they were citizens of the Cherokee Nation,
 when the above Treaty was negotiated; and were
 common owners of the vast extent of valuable
 territory then ceded to the United States. The
consideration, given by the U. States for the land,
 was five millions of dollars; in addition to the
 payment of certain claims of individuals of the
 Nation, which then existed, and might arise in
 the entire relinquishment of their country. These
 claims are designated & provided for in the 8th 9th 10th
 13th 15th & 16th articles of the Treaty, and in the 3^d article
 of the Supplement thereto. For the purpose of making
 converts to the Treaty, which was opposed by a large ma-
 jority of the Nation, every species of claim was amply
 provided for; And a solemn guaranty was given, that
 sufficient time should be allowed to the Cherokees
 to have these claims settled, before they would be
 required to leave their possessions; and during that
 time the U. States would protect them in those possessions
 or pay them for all damages & losses which they might
 sustain for want of that protection. This provision
 will be found in the 16th article of the Treaty, which
 gives the Cherokees two years, to enable them to remove
 to their new homes west of the Mississippi. That term
 expired on the 23rd day of May 1838. A large body of the
 Cherokees had not then complied with the terms of the
 Treaty, And an armed force was sent into the country
 to force their compliance. Thus were the Cherokees
 compelled to fulfill their part of the contract and
 relinquish to the U. States the birth right of their fathers
 which they had owned and occupied unmolested, long
 before a white man had trodden upon their soil.

The undersigned are a portion of the remnants of that once proud & powerful race. In the name of their people, whom they represent, and on their own behalf they now solemnly ask a fulfillment of the Treaty, which strips them of their country. Upwards of ten years have elapsed since that compact was entered into, and the U. States has not yet fulfilled their part of its stipulations. The various private claims, which the U. States promised to liquidate, constituted an important part of the consideration promised for the country they relinquished, and the undersigned invoke a redemption of the faith of your Government, solemnly pledged by the compact, under which you obtained possession of their lands.

When that agreement was entered into, the important question arose, "how are these claims to be adjudicated?" by the Secretary of War, Commissioner of Indian Affairs, the accounting officers of the Treasury, or by the Council or a Committee of the Cherokee Nation? The parties to the Treaty did not so contract, but they agreed to confide this high & important trust to a special, independent Tribunal, selected to perform this duty alone. In this Tribunal, constituted with supreme power, the Cherokees considered there was safety, so far as their claims were concerned, and they so contracted. The 17th article was inserted in the Treaty upon this agreement. It was confirmed by the President & Senate of the U. States, with an amendment, which still makes it more imposing, and it now stands before you as part of the supreme law of the land.

This honorable Board now constitutes this Tribunal. It has been appointed by the President & Senate of the U. States in conformity with the law, and possesses powers within its sphere of action, equal to those possessed by the Supreme Court of the U. States. The President ~~or~~ Executive Department has no legal or constitutional right to instruct a Tribunal thus constituted. The only duty assigned to him by the Treaty, was the appointment of Com.

Commissioners, by and with the advice & consent of the Senate, in
accordance with the stipulations of the 17th article. When
he had performed this duty his functions ceased - and
the Tribunal thus constituted is as much the offspring
of the Cherokee Nation as it is of the U. States!

The undersigned need not refer you to the appoint-
ment of your various predecessors - but they will briefly
bring to your recollection the fact, that the Commissioners
appointed in November 1842, were obstructed in their
progress for upwards of four months, by instructions from
the War Department; and an assumption of power by
the Commissioner of Indian Affairs to review the decisions
of the Board. This question was brought before the Congress of
the U. States, and the independent character of the Cherokee
Board declared by the passage of a joint resolution to that
effect, on the 2d of March 1843. This resolution was held
over by the President until the commencement of the next
Session, & then returned with his objections. The claimants
again memorialized Congress, & near the close of the Session
procured the passage of another resolution of similar char-
acter, which was approved by the President. In the mean-
time the Commissioners were sent to North Carolina,
where they were detained several months in taking
testimony, and but little time was allotted to the ad-
judication of claims, until their duties were suspended.

The Board was filled the 3rd time in June 1844,
and early that fall they were sent to the Cherokee
Country west of the Mississippi, for the purpose of col-
lecting claims and taking testimony in that Nation.
They remained there until the latter part of April
1845, when they were instructed to repair to Washington.
Their term of service expired, on the 17th of June follow-
ing, and they were unable to adjudicate any claims
belonging to the Nation West. Their whole time was
thereafter consumed in preparing these claims for
adjudication, & making their Reports thereon to the
War Department.

The undersigned have thus hastily & briefly

reviewed the proceedings of the two last Boards, to show that nearly their whole time was occupied in preparing claims for adjudication, by taking testimony and performing duties assigned to them, other than the adjudication of claims - and these duties were of the most arduous and complicated character.

The claims, thus taken & prepared by your predecessors, are now ready to submit to you for adjudication, by the parties claiming & their authorized agents. The undersigned therefore respectfully beseech you to commence this adjudication without delay. If the term of the present commission expires before all the claims are adjudicated, it may be difficult, indeed impossible to procure its renewal. It was with the greatest difficulty that the passage of the law was procured which brought this Board into existence.

Nearly two months have already elapsed of its year's duration, and the undersigned owe it to themselves respectfully to urge the action of the Board. If their claims upon examination are found to be just, it is time that they were liquidated. If they are found to be unjust or do not come within the jurisdiction of the Board, let the unfortunate claimant know it. Any thing is better than uncertainty, or suspended hope, especially to an Indian.

Many of the undersigned are far from home and without means to get there. They believe the Government of the U. States owes them money. You are the Judges to decide this question, and we have confidence in your firmness and judgment.

We ask, we solemnly invoke you, to take up such cases as are before you, fully prepared and submitted, belonging to claimants now present, and anxious to go home. We do not ask that any case shall be taken up at this early period of your labours, which involves a principle heretofore contested, but only such cases as the honorable Board is fully satisfied comes within their jurisdiction

Commissioners of Indian Affairs
enclosing letter from certain
Indian claimant, in H. C
with his reply thereto

Oct. 17. 1846.

War Department,
Office Indian Affairs,
Oct. 19 1846

Gentlemen:

Herewith, you will receive a letter from S.
Mitch & others, dated 3rd inst., on the subject of Cherokee
Claims, &c. and also a copy of my reply.

Very Respectfully,
Gen. Fred. Jen^r.

W. M. Will

Major Nardin & Brewster,
Cherokee Comm^{rs}
Washington,
D.C.

(Copy)

War Department,
 Off. Indian Affairs
 Oct. 17. 1841.

Gentlemen.

I received your letter of the 3^d inst this day; and in order that yourselves, & other Abenaki claimants may be saved the cost of the expenses to which you refer, I hasten to answer your letter, to the exclusion of other business just before the Bureau.

The Abenaki Commissioners, it is understood have determined to complete their investigation, and determine upon claims, in this body. All claims sent on to them, will receive the careful attention of the Commissioners, - and all moneys awarded by them will be transmitted to claimants by this Office without cost or charge to them. Any expense, therefore, to which claimants subject themselves, in employing Agents, &c must be met wholly by themselves, the Department having neither authority, nor means to pay any such expenses.

Your letter with a copy of the ~~envelope~~ ^{envelope} it, will be handed to the Bureau.

Very Respy

Wm. Lloyd Garrison

signed)

W. L. Medill

Major J. Welch The Ave.

2. Wa che sa, & others,

Newcastle N. C.

1847

Application
of Hon. J. H. Crozier,
for certificate upon the
award in the case of
John L. Yarnell.

Jan'y 29, 1847.

Washington City
Jan. 29, 1847

Hon Edward Hudson &
Benjamin H. Brewster
Commissioners under the Cherokee treaty

Gentlemen By

a letter received from John L. Garnett - one of
my constituents - I am informed that you have
made an award in his favor for \$25.
which he requests me to have forwarded to him, with the
exception of \$30. to be paid to William H. Thomas for
attending to the recovery of the claim, May I therefore
ask of you the favor to issue a certificate to said
Thomas for the \$30, and another in favor of said Garnett
for the remainder which please enclose to me at the
House of Representatives, Garnett's letter if you
desire to file it, will be sent to you by Mr. Thomas,

Very respectfully,
your obt. Servt.,

J. N. H. Crozier

Com^r to Secretary, in
relation to preparation
and examination of
cases.

Feb. 8. 1847.

Order entered, Feb. 9th

Washington City

Dear Sir,

I have sent you today all of the claims submitted
to me for examination. I have written out the decrees
and enclose them with the papers to you. I have no
other cases in my hands than the two or three preliminary
cases which as they cover an important principle
I will require some time to prepare my opinion upon.

I wish you to find me more cases for examination.
Announce to the claimants and their attorneys
that they must have their cases ready as I am now
waiting for work. They must also be told that when
they are submitted they must be thoroughly prepared
as it will not be in the power of the Board to
re-examine cases that are once passed upon.

Yours truly

W. D. Miller {
Secy of Cherokee Commission

B. H. Brewster
8 Feb 47

having been thrown into prison while trying
to get his claims adjudicated by the Com.
the other for loss of property while in Confin-
ement I beg leave therefore to withdraw
these papers for the purposes stated

Respectfully yours

Wm. L. J.

Wm. L. J.

John Welch.

Application for withdrawal
of papers.

Feb. 18. 1877.

The rule of the Commission will not admit of the
allowance of this request. The papers can be copied
and certified as the papers on record

By H. S. [Signature]
Edward Harlow

Commissioners Office
 To the Hon Edward Hudson July 11th 1847
 Weymouth St Bristol
 Gentlemen

The undersigned
 wish to obtain some action by Congress on
 some claims filed in your office in the
 name of John W. Allen one for imprisonment
 having been thrown into prison while trying
 to get his claims adjudicated by the Court
 the other for loss of property while in confinement
 I beg leave therefore to with draw
 these papers for the purposes stated

Respectfully yours
 Chas. A. Powell

The rule of the Commission will not admit of the
 allowance of this request. The papers can be copied
 and certified as the papers on record

B. H. Hudson
 Edward Hudson

from second Auditor.

Feb. 25, 1842.

Treasury Department
Second Auditor's Office
February 25. 1847.

Gen. Tomsen,

Your letter of the 22nd inst. - To the Commission of Indian Affairs - requesting information as to the precise date of the payment made to the heirs of John Walker Jr. - has been referred to this office, and I have respectfully to ask that you will state the nature of the claim on which the payments were made, and also furnish ^{from the} Commissioners book, the No or Nos of the Certificate issued to the Claimants. This will greatly facilitate the examination to be made for the requisite answer.

Very respectfully
Yours Obedt. Servt.

Wm. M. McCalla
Second Auditor.

Messrs. Austin & Brewster,
Chester Conn. &c.

Samuel Chambers and
George Karnaugh Esq.
Cherokee Commissioners
Cherokee Nation

Wm. H. Hall
Treas. Cherokee

Head, No 2nd M. L. Dept
 Fort Smith March 1847

Gentlemen

I am informed that you have been appointed Commissioners on the part of that portion of the Cherokee Nation called the Settlers, to receive the claims of those who conceive they are justly entitled to receive the sum that will be paid to each individual of that portion of your nation. One of those Settlers called on me to day, and requested that I would state to you such information as I possess in relation to her having entered the negotiations of the 26th letters of agreement. Her name was Mrs. Jones between the 22nd of June 1839 and 26th of June 1840.

I inform you that great dissension existed between the different parties in the Cherokee Nation between the periods above given, and that the Settlers met at or near Fort Gibson frequently during that time to counsel in relation to their affairs. Mrs. Jones lived near Fort Gibson and resided on these occasions (which were very frequent) I have reason to believe was generally resorted to for lodging and horse feed, for as many as she could entertain, for those times supposed she had been compensated in accordance with the provisions of the Union entered into by the different parties in the Cherokee Nation on the 26th of June 1840. which she deems her right.

done. In the same it is certainly just that she should receive a fair compensation for her labor and the supplies she furnishes to the representatives of the Old Settlers and their friends, when assembled at Fort Gibson or at her house on business for that portion of the Cherokee Nation.

I am Gentlemen

Very Respectfully

Your Obedt. Servant

J. C. Church

U. S. Army

[Signature]

Col. James Chambers

George Harnage Esq.

Cherokee Nation

Cherokee Nation

Johnson K. Rogers to
Commissioners in regard
to convoking the "Chero-
kee Committee."

March 16, 1847.

Washington.

March 16, 1847-

Gentlemen -

In pursuance of a duty imposed upon me, by a Resolution passed by the Cherokee Committee, prior to their adjournment in November, 1838, directing the presiding officer, that whenever he in his judgement, might deem it necessary to call together the members of said Committee, to do so; and said time having, in my estimation, arrived, when I believe it important to the best interests of the nation that said ^{Committee} should be convened and be in session at the same time with Your Honorable Board of Commissioners, I have (in virtue of said Resolution, and the 12th Article of the Treaty of 1836, which is in the words following, to wit: [After naming the Committee] "And that they be hereby fully empowered and authorized to transact all business on the part of the Indians, which may arise in carrying into effect the provisions of this Treaty, and settling the same with the United States. If any of the persons above mentioned should decline acting, or be removed by death, the vacancies shall be filled by the Committee themselves;" notified the members thereof to assemble in the City of Washington, on or before the 25th of March instant, for the purpose of discharging the duties confided to them by said Treaty.

Having discharged that duty, as the presiding officer of the Committee, I deem it proper to respectfully apprise you of the fact, and through you to convey the requisite information to the President of the U. States.

I have the honor to be, Your Obt. Serv^t

20 msp. B. H. Brewster & E. Hardin, }
Cherokee Commissioners, &c. }

L. K. Rogers
President C. Committee

G. R. Kerrick, Esq.,
Clerk in Indian Office,
to Secretary of Cherokee
Commission. -

May 29. 1847.

Unofficial

War Department
Office Indian Affairs
29. May 1847.

Sir,

The within letter from Hon. Simon
Cameron to Messrs. Mason and Washington, former
Cherokee Commissioners with a receipt for papers
endorsed thereupon, is believed to belong to the
Cherokee files in your possession, and is accordingly
inclosed to you.

Respectfully

Your ob^{se}rvor

Geo. W. Herrick. Lt.

Ind. Off.

W. D. Miller Esq.
Secretary to
Cherokee Commissioners

W. S. Adair & J. A. Thompson,
asking permission to file cases.

Permission granted.

Charles Compton

Brewster & Adams

Adair & Thompson

Adair

Washington D.C. 7th Aug. 1847.
 Messrs Brewster & Martin
 Clerks Comptroller
 Gentlemen

The undersigned respectfully shew
 that they have just arrived at the City with Claims
 of their own and various claims of others which they
 represent. It would have been in their power to reach
 this place before the expiration of the time limited,
 but were delayed and prevented by bad weather and
 high water. But they insist they have no notice
 that any limitation has been made by the board
 until within a short time before they left home,
 under these circumstances they petition that these
 claims now placed in the hands of Geo. H. Eaton
 may be received and docketed.

Yrs Very Respectfully, ~~Shurt~~
 and humble Servts.

W. J. Baird
 James A. Thompson

Let these claims be registered in conformity with the
 above request
 By H. Miller.
 Edward Harder.
 8 Aug 47
 Washington City

1858

Off. Ind. app.
March 21. 1858.

Acting Commr. Submits
reply of his office to letter
of Hon. A. B. Woodward
making certain inquiries
in reference to Charles
of North Carolina.

Recd 31 Mar 58.
Mr. B.

Department of the Interior,
Office Indian Affairs,
March 31. 1855.

Sir:

I have the honor to submit for
your consideration, and if you approve
it, for transmittal to the Hon. A. B. Hewitt,
and Chairman of the Committee on
Indian Affairs House of Representatives,
the reply of this Office to the accompanying
letter requesting certain information respect-
ing the Cherokee Indians in North
Carolina.

Very Respectfully,

Thos. C. Stewart,

Charles E. Hill,

Acting Commissioners.

Wm. Jacob Thompson }
Secretary Interior. }

No DATE

Colthorne
Sept 23

Memorandum
of Wm. J. Tarbin

Wm J Tarbin Esq
Post Master
New Echota
Georgia

Jan

Secretary's Office,
Crummey Building
Agency, Feb. 20.

Dr Sir,

At the request of Judge
Kennedy, I enclose to you the
memorial alluded to in your
letter to him of the 26th Dec. last.
With best respects,

I have the honor to be
in great haste
Yr. M^{ost} ob^d Serv^t

John C. Mullaney
Secy pro tem to Comm.

W. J. Tarbin Esq
P. M. 10

To Genl. Cat Smith
 Capt & Lt Col. Cat East
 & Sir

Myers Myer & Allen tell me
 that some difficulty exists with them in their obtain-
 ing their pay as agents in collecting & disposing
 of the property of the Cherokees removed by
 military force from Marshall County Ala.

These gentlemen operated in
 the discharge of their duty as agents with
 in conjunction with a portion of the troops
 under my command and with pleasure
 as an act of justice to those gentlemen I
 hereby certify that they attended to their
 duties as agents with fidelity & honesty, that
 they exerted themselves much more than
 any other agents I have acted with in
 the Cherokee Nation, to protect the rights &
 preserve the property of the Indians

If necessary you can lay this certifi-
 cate before the Commissioners

J. C. Rogers

late Capt commanding Mounted
 gun team in Cherokee service

John I. H. Eaton

Mr. L.

Will you be good enough
to cause yr Clerk to copy
yr & Bully's letter to the President.
& have it ready, by tomorrow -

I intend to get Mr. Cooper,
Chmⁿ of Ind. Committee, to
ask you for a copy of that
communication

Sincerely, yr friend

J. M. McKim

John Eaton

DEPOSITIONS + AFFIDAVITS

State of Tennessee
 Bradley County This day Henry Smith personally appeared before me James Liddell one of the Commissioners and made oath in due form of Law that he was the Interpreter for the Wakipunga Agents who Wakipunga Indian Superintendents in North Carolina, and that he knows Old Partridge and Wakipunga's Kay to be the same name, and that both names relate to the same person

Sworn to and subscribed

Before me, 25 May 1838

James Liddell

one of the Commrs.

Henry Smith

G. F. Morris Personally appeared before me, James Liddell one of the Commrs this 25 May 1838. And confirms the above statement of Henry Smith and says that he is personally acquainted with the person Old Partridge or Wakipunga's Kay above named

Sworn to and subscribed

Before me 25 May 1838.

James Liddell

Commr

G. F. Morris

Robert Bagg & Richard Gump.
 make state that they are
 well acquainted with John
 handle the witness & have been
 for many years, ~~and~~ state
 that he is a man of good
 character and entitled to full
 credit on his state and

Robert Bagg further moves
 that he saw the more while
 the Clairmont owned it and
 before it was stolen and thinks
 it was well worth one hundred
 dollars and is certain from the
 way he saw, one state man she
 want bring \$125 = and it
 was about eight years ago.

Sworn to & subscribed
 before me 16th May 1858

Isaac
 M.C.

for
 Robert Bagg
 Richard Gump

Nicholas S. Pick and John F. Gillespy
 make Oath that they are well acquainted with
 the signature and writing of Josiah Calloway
 - That they believe the body of the Oath books an-
 - and marked A is in the hand writing of said
 Calloway. That his signature as a Witness there to
 is his usual signature and in his own proper hand
 writing - That said Calloway is now dead. That
 he was Surveyor General of the Wisconsin Territory in
 the State of Wisconsin at the time of the State of
 said Oath and until the time of his death in
 1832. That Affiants were acquainted with him
 and his General Character that he had the
 Character of a respectable & creditable man

Sworn to & subscribed
 18th Dec. 1837. before
 John Kenrick one
 of the Commissioners

Nicholas S. Pick
 John F. Gillespy

TITLONS

John A. Powell
for 26 Okeokee

23 June '43

That the Hon. John H. Eaton & Oliver B. Hubbard
 Messrs. Commissioners are acting under the Treaty
 of 1831 of June 1831.

The undersigned Messrs. who reside in Cherokee
 County & Charleston have most respect-
 fully to represent that they have many
 Indians residing under the present Treaty
 in Charleston & Charleston and that
 conditions in which they will present
 to your honorable bodies for your decision
 receiving that your honorable bodies
 have not but see the justice of the
 claims and feel confident that you
 will see them justice.

- | | |
|-----------------------------|--------------------|
| 1. John | 23 Edward Welch |
| 2. William A. L. Co. | 24 Johnathan Welch |
| 3. George | 25 James Welch |
| 4. William | 26 Mary & Welch |
| 5. James | |
| 6. James | |
| 7. William | By John A. Powell |
| 8. Robert L. Co. | |
| 9. John | |
| 10. John | |
| 11. John | |
| 12. James | |
| 13. John | |
| 14. John | |
| 15. James Grayson | |
| 16. James | |
| 17. James | |
| 18. John Downing | |
| 19. John Downing | |
| 20. James W. Lytle | |
| 21. John or John W. Winkler | |
| 22. David Welch | |

And at the convention in the Church nearly
 all the improvements on which the Union
 has been carried out they claim the value
 of a good many of them. I am sure as I
 say if the same to be taken as the
 value of their improvements & could you
 make the provisions of the 12th article
 of the Treaty of 1835 to which
 compensation was made by the 5th
 article of the same Treaty & said Treaty
 from Memorialists. They claim in
 regard to their losses the value of their
 contributions to the Union made
 & simply correct with the
 receipts & amounts received. The
 few cents per acre to be deducted from
 the same. All right & respectfully
 submitted. J. G. P. 1835?

John Welch

Ed Welch

Chen su Mien Ka

Gud. G. es. la. n. e. f. de

Sack Drawing

Rich Downing

Jackson

Geoe tulila

Igerslar

Wah han hee!


Lehinogue 1000

George

George
Rose Hawkins or Rosa Plake

Chinon na

FORMS



Capt. Stephenson

Gr. T.

Fort Gibson 10th Sept. 1838

Sir,

Enclosed herewith is a certificate
required by your letter of the 23rd June
1838

Very Respectfully
Your obt. Servt.

Jas R. Stephenson
Capt. U. S. Army
Adj. Gen. Ind. Dept.

To

Wm. Liddell V. Kennedy
Commissioner
Washou
Genl.

Form of Certificates
from the War Dept.
Nov. 5th 1836.

No. —

This certifies that ———— 100 dollars
are due to ———— under the —
article of the Treaty with the Cherokee Indians
of December 29. 1835, as per etc — on the register
of payments to be made. This day of
183

$\frac{1}{3}$ Commrs

BOOKS & PAPERS OF COMMISSIONS

1. Register of Cherokee Reservations
2. Original Spoliation Book, ¹⁸³³ ~~1836~~ ^{by Comm. on Spoliation}
indemnity of claim - see also H. Munroe
3. Decisions of Eaton & Hubley pages 1 to 100 }
" of Washington & Mason p 101 to 192 }
4. Appraisers Books for the N.C. part of Ch. Nation
by Welch & Jarrett (1836) 704 cases. (Index)
5. Orig. Valuation of Smith & McMillan (1836) in Bradley, McMillan
& Munroe Counties Tennessee (Index)
5. Val. made by Young & Caldwell 1836 in Marion Co (2)
Hamilton, Bradley & Meigs Cos. Tennessee (Index)
also Duplicate valuation of Smith & McMillan as above
(210 cases) (Index)
6. original of improvements
Valuations under the treaty of 1828, made in 1833
by whom not stated. Index
7. Minute Docket of the transactions of the 4th Board
of Commrs. (Harden & Brewster) & Decrees. Index
8. Vol 2. of same. continued Index
9. Register of payments (4th Board) Index
10. original Miscellaneous Valuations of } 200 cases
Improvements by Shaw & McMillan in 1837 } Index
11. Record of Spoliations No 1 original
by Sumption & Kennedy
12. Shaw & Hutchings. Georgia, Valuations

Spoliation
4th Board
Decisions

- 14 North Carolina valuations report by Welch & Jarrett, 700 cases made 1836. Index.
- 15 Decisions of Commrs Lupton & Kennedy, involving changes of values in appraisal of val. Agent Index
- 16 Copy of the continuation of promiss. valuations made by McMillen & Hare in 1838 more decisions of Commrs ^{Index}
- 17 Orig. valuations made by Moore & Ricketts Index
- 18 Orig. book of valuations in N. C. by McMillan & Hare and Jarrett & Lore, Jan'y 2. 1838 Index.
- 19A Orig. Val. in Cars Co. Ga. by Mays and Hargrove, in 1836 Index.
- 19B Orig. Val, Bishop and Mays october 1836, and Hargrove and Mays Oct, Nov. & Dec. 1836 (In presence in the absence of the 1st 29 cases) Index.
- 20 Orig record of Spoliations, ^{NO 2} allowed by the Commrs. Lupton & King \$424 to \$1010. see also NO 2 & 11 Index
- 21 ^{of valuations & spoliations} General Abstract and list of bal. due Cherokee Inst. at the adjournment of Chero. Com. March 1839. Index but not alphabetically arranged - Important book if alph. arranged -

22. Simply Docket of cases West. ^{Pages 5-657} Flint Dist
Brook & Sonny Snake Dist & Saline Dist. Index
- 23 Orig. Valuations in Floyd and Walker Counties ^{Georgia} by Liddell
and Humphill pages 1 to 41, also Walters & Burns, Sept to Dec 1836
Index
- 24 Orig. Valuations Walker Co. Ga by Rice & McCoy.
Dec 29, 1836. (2 Copies both orig & 1) Index
- 25A Rice & McCoy ^{Orig.} Valuations in Alabama. Nov 36.
45 Cases followed by Index
Rawlings & Massey's Orig. Valuations in Ala. Dec. 36
167 Cases followed by Index.
- 25B. Rawlings & Massey orig. val. in Ala. same as 25A. so far as
Nov 36 val. ^{no mention of duplicate copy} Index.
- 26 Orig. Valuations in Alabama by Moore & Ricketts
Nov. 1836 Index.
- 27 Muster roll of a company of Cherokee Indians (12,264 names)
about to emigrate West of the Miss. certified by John
Page, Capt. Bot. Dist. Agt. ^{Dec 3, 1838} not embracing the 3 parties
emigrating by Genl Smith, without date [File Mark P. 456.]
no index.
- 28 A list (744 names) of those who are in favor
of emigration & those who have satisfied treaty 1835.
no index.
- 29 Schedule of persons (81) who enrolled for emigration, valuation of their
improvements &c app'd Aug 15 & 24, Act of Secy of War John Robb
& 2 schedules of persons who emigrate west, valuation of prop. in 1833
val. for improvements &c debts assessed to help the Govt & Sundry other

- 32 + 30 Record of Instructions and digest of Correspondence ^{1831 to 1835} respecting removal. Payment for improvements, return of resources &c. [Digest of subjects as an index]
- 31A Removal Roll of J.D. Lang & D.C. Cox 1871-2
- 68B 31B State Book of Certificates issued by Commr. #4501 to #4995 inclusive from May 5 to June 5, 1838
- 30 + 32 Record of Instructions & digest of Correspondence ^{1831 to 1834} respecting removal. Payment for improvements, [Digest of Subjects as an index]
- 33 Contractor's Book for Boats, provisions &c. Articles. ¹⁸³¹ Emigration 1828 to 1836.
- 34 Return of property left by Indians in Cass Co. Ga & sold by Agents. receipts therefor. [1838] Index.
- 35 Rolls of Cherokees enrolled as Emigrants for the Arkansas article, sec. 2. Relinquishment of land &c.
 1st Roll 1817 to 1819 687 names Cherokees
 2 " 1828 to 32 114 "
 3 " 1831 157 "
 4 1828 to 32 134 "
 5 1831 to 32 209
 6 1833 to 34 373
 7 fall 1817 to May 1819 1102 This roll in end of book
 also a list of 127 widows who used actually for the same
 & a Muster roll of 489 Cherokees who emigrated west in 1838
 mon. Genl. Ed. Deas.

- 36 "List of Emigrants from 1828 to 1836" containing registry of the names of persons who enrolled for the land from the State of Geo. under treaty 1828.
1. Roll of 113 Chm. fam. who enrolled for land & relinquished right to land & c. from Dec. 1828 to Dec 1830.
 2. Roll of 209 families from Ala & Tenn. who enrolled and relinquished in 1831 & 32
 3. Roll of 1845 persons in Ga. Ala. Tenn. & N.C. who agreed to the temporary treaty as suggested by the Pres. Dec. 1832.
 4. Roll of 83 families who agreed to give & relinquish, & c.

41 & 64 37 Orig. Returns of Property for the County of Cherokee, Ala. Cobb. Wilcox. Floyd. Paulding. Walker. Murray & Union Counties. Geo. and Bradley & Hamilton Co. Tenn. Index

38 Claims of Cherokees for property stolen. Killed or destroyed by citizens U. S. Index

39 Silu Roll ^{dated} taken Oct 17, 1837.

40 Orig Judgment Docket. Decision of Lumpkin & Kennedy, on claims on individual Indians made 9th art of treaty 1835 Cases 1 to 1887 inclusive. 1837

- 374 + 64, 41 Orig. Return of property left by the Indians in
Macon County, N.C. sold by Agents, with some
receipts therefor 1838 [Two Indices] Front & Back
- 42 Register of ¹⁹⁰ names of persons recommended by the Committee
as capable of emigrating themselves & managing their own affairs
& entitled to provisions of 8th & 9th article of the Treaty. Jan 22, 1837
Also Register of 119 persons allowed citizenship by whom
their names were entered Jan 24, 1837. Also ^{some} schedule
of 35 families who signed for citizenship Sept to Nov. 1836.
- 43 ^{copy} Census roll of Cherokees 1835, original in
charge of Mr. Christiancy.
- 44 1. Muster Roll of 13 Cherokee ^{families} who emigrated West
in 1831 & 1832. Those who did not receive the Commutation
by Govt. set out Apr 14, 1832 under B. H. Curry marked thus X.
2. Muster Roll of 33 Cherokee ^{families} who emigrated West, in 1832 & 1833
all of whom rec'd the Commutation.
3. Muster Roll of 243 Cherokee families who emig. West in 1833 & 1834
Those who did not receive Commutation about May 14, 1834
under Lieut J. W. Harris, marked thus X.
4. List of emigrants in 1834, 1835, & 1836 (22 names)
- 45 Transcript of List of McMillan & Shaw's ^{promiscuous} valuations,
in Geo. Tenn. & Ala. Index

487 46 Docket, ^{vol. 1.} of Reservation & Preemption claims, also
Improvement, Spoliation and other claims, ¹⁸³⁵ presented
to the Comm. Eaton & Hubley [Index to 46 in 48]

47 "original Judgment Docket" note
each p. 10

467 48 Docket (Vol 2) of Preemption, Improvement & Spoliation
claims treaty 1835 presented to the Comm. Washington and
Orason. [Index to 48 & 46 combined]

49

50

51 1. Roll of Cherokees enrolled as Emigrants west.
and payments made to them for improvements. 1828-¹⁸³⁵ 1830-¹⁸³²
2. Roll of Cherokees enrolled & relinquishing re. 1831/1832

Partial Index AGO

52 ^{alphabet} General Index of cases before Eaton & Hubley Comm.
as to Res. Preemp. & Misc. claims. List of Res. claims
allowed. List of disallows, list not acted on.
The same of Preemption claims, ^{for re-appeal, paid but no decision} disallows & not acted on
" " of Spoliation & Improvement re. allowed. disallows
not acted on & sent Summary of the Cases. [1843] Index

21786A 53 Genl Abstract No 3 of valuations Spol. & list of bal due Cherokees West, at the adjournment of Chm. Com. Mch 1839. Index but not alphabetically arranged. Imp book of alph. arrays. Continuation of Books 21 and 56. General Recap. of the 3 Books showing ^{including 1817 & 1835 cash} grand total of valuations, reservations, & specifications, & National debts. - Very important. Showing a bal due of \$674,577.93. Signed by Kennedy, Liddell & Helm

54 Book F. Valuation ^{in 1832} of Cherokee Improvements. (Geog.) [most of these remain unpaid Mch 1843 see mem. on com] with a signed relinquishment from those marked + [Index]

55 "Docket of ¹⁴⁰ Resurrection Cases" showing action taken by Commissioners Index.

21783A 56A General Abstract No 2 of valuations, Spol. & a list of bal. Cherokees West, at the adjournment of Chm. Com. Mch 1839. Index not alphabetically arranged. See Book 21, & 53.

56B Original Record of the Proceedings and decisions of the Joint Board of Commissioners ^{of 1835} under the Treaty of 1835, on the subject of Reservations coming under their jurisdiction Kennedy, Wilson Liddell. [See K's printed Index open of modern Res. can at end of vol.]

56C Copy of 56 B.

- 57 Notes of Ed Hubley one of the Cher. Comm.
evidence, ~~the~~ cases brought before Board, as to
Res. Imp. Preempt & Spoliation Index
- 58 Record of claims before 2nd Board of Commrs. ^{General} Washington
& Mason, for Reservation Preempt. Imp & Spol.
claims ~~and~~ ^{with} ~~some~~ ^{decisions or decisions there}
1844 Index
- 59 Orig Register of Payments Book D Index
- 60 Orig. Register of Payments Book B Index
- 61 Orig " " Book A "
- 62 " " " " E "
- 63 " " " " C "
- 37041 64 Orig Return of Property left by the Indians, sold by the Agent
in Gilmer, Murray, Cherokee, Union & Walker Counties, Ga
& Bradley and Hancock Counties Tenn. with sundry
receipts therefor 1838 Continuation of 37041 Index
- 65 Day Book B D Curry 1828 to 1834. including
accounts for the Ind. Cherokee for their improvements.
No Index.

- 66 A Record of the Proceedings of the Supreme Court of the Cherokee Nation from Oct 9. 1823 to Oct 30. 1835.
- 67 Miscellaneous Receipts from June 1801 to Jan. 1809 also leases & indentures from Doubleday for his grants on Ten Line tract 1806.
- 68A Indian Receipts for sundry articles, from May 31. 1801 to Nov 18. 1802.
- 31B 68B Stub Book of cutlif issued by Comm^r. #1 to # 986 incl. from Jan 24. 37 to May 26. 1837
- 69 Little Book D Contain, Corresp. bet Comm^r. Valuing Agents, Removal Supt. 1836.
- 70
- 71 Little Book B Containing Corresp. bet. Comm. Ind Affrs. Comm^r Ind 35, Removal Agent, Valuing Agents, their appointments & their respective val. districts 1836
- 72 Office Corres. ^{with} ~~bet.~~ & the "Boards" & all 15 valuations & removals.

- 73 Letter Book of Commr^s Eaton & Hubby, to settle
 claims treaty 35 Pages 1 to 36.
 of Commr^s Warkington & Mason, pages 37 to 106
 Letter to Commr^s W & M. 147 to 166.
 Imp. letter May 29, 45, ^[page 66] 8my view of Comm W & Mason
 as to who was entitled to Re; Spolva review of treaty
 Comi opⁿ ^[pg 105] of Preemption see case of Andrew Taylor
- 74 Report of 4th Board of Commrs Haiden & Brewster.
 mon 17th Article Ch^o treaty 1835. 1847 No index
 There is a finished Copy of this report. {see H.R. Ex Doc 63
 30th Cong 1st sess 46 pages}
- 75 Letter Book of ^{4th Board of} Commrs Haiden & Brewster. 1846 containing
 important inquiries and answers rel to Re, Imp & rulings
- 76 Letter Book of 1st Board of Commrs. Nelson. Loompkin
 John Keimley, 1837.
- 77 Upton & Summey's Valuations Sept 24. 1823.
 see Book 75 pages 47 to 49 as to status of these valuations
- 78 "Register of Claims, Citizens and Cherokees 1812 to 1833"
- 79 Letters to McMillan from War Dept. 30th Dec 1822 to 13th May 1824
 also Misc letters of H Montgomery M^{ch} 18. 1825 to Feb 15, 1827

- 80 McMillan & Shaw's valuations, ^{in 1837} as appointed
by the 1st Board of Chm. Commrs. Index 55-6
Index to back
Also Haire & Sons in 1839.
- 81
- 82 Plate & field Notes of Chm. Res. by Armstrong
under Robt Houston. 8th art. treaty 1817. 2^d which
treaty 1819.
- 83 List of Spoliation & Improvement claims of
Cherokees West, [Del. Dist 5 Books]
- 84 "Docket Book West No. 1" embracing
Canadian, Illinois, Skin Bayou, Flint, [Books
1, 2, 3, 4, 6, 5, } District
and 10 Cases, transferred from Wash-
ington to the West for further information.
- 85 ^{in 3^d Dist of Georgia, [Cherokee, Creek & Choctaw]} Valuations, by Yancey and Worley 1 to 342. from
Sept 10. 1836. to Dec 29. 1836. McMillan & Shaw
1 to 19. Dec 18 to 24. 1836. ^{Index for part.} Then followed Indices, then
Valuation by Worley & Kellogg, ^{16. 130 & Dec 22} Dec 8, 1836 [Index]
- 86 ^{in Alabama.} Valuations Humphill & Liddell pages 1 to 62 and
" Watters and Burns pages 63 to 135.
from Sept 12 to Nov 26. 1836 - Index

- 87 Valuations continued by Watters & Burns
from Nov 26. to Dec 28. 1836. Index
- 88 Agreement between B. N. Curry Supt Chen Immigration
on behalf of U.S. & unnamed ^{Chen} Chief Warriors, residing
in Geo. Ala. Tenn & N.C. assenting to terms of treaty
1832 as proposed by War Dept. conditions upon receiving
them provided the same as those of treaty 1828
- 89 "Journal of Proceedings relative to Cherokee land," 1836.
- 90 Return of Property of Cherokees sold Aug 6. 1836 by
Pace & Rogers, Agent Index
- 91 Valuations Rice & McCoy Nov. 1836. Index
- 92 Valuation in Georgia 1836. by Young & McMillan
- 93 Val. in Tenn in 1836. by Young & Caldwell, Index
- 94 "A list of persons voting at New Echota July 15, 1837 to whom
the Chen. annuities should be paid" Lowry or Comm. man-
nously in favor of Lowry
- 95 Schedule (tabulated) of property ^{left} of Cherokees to whom
sold by the Agents, piece. in Cherokee Co. Ala; Cobb,
Solomon Lloyd, Paulding Walker Murray & Munson Co., Ga,
and Bradley & Hamilton Co. Tenn.
also a ^{Schedule} list of all persons employed in receiving valuing.
unadjudicated claims, ^{including} remaining families, of Cherokee & time left

- 96 Decisions of 1st Board of Comm. rel. to allowance of Attorney Fees.
- 97 Register of 123 applicants (through their Attorneys) for reservations under treaties 1817 & 19, see 55 & 56 B. Index
 There is a list of some 250 names of Indians, ^{no 57 to 294 are} with the amount of Val. opposite their names, but not yet discontinued to what Book the numbers refer.

Books and papers
of the Cherokee com-
mission

+

All the papers and books which were handed over from the Indian Bureau to the Cherokee commission are ^{now} returned to that Bureau.

In addition to the above the following papers & books are transmitted - viz.

2 Books bound and six in manuscript, being an index of all the claims presented of the Cherokee Nation West of every description whether coming under the treaty or otherwise - to each of which books ^{of manuscript} is attached an index of each of the eight districts of the Nation. The Books are marked "Docket West No. 1 & 2" and the manuscript Dockets are enclosed with the names of the Districts to which they refer -

File marked A. Claims taken at Tahlequah 1845
 Do. Do. B. Reservation claims taken at Fort Gibson - 1845

Do. Do. C. Improvement & spoliation claims taken at Ft. Gibson 1845

Do. Do. D. Claims taken in the Cherokee Nation West, by Gov. Butler & Col. Stambaugh U.S. Agents.

Do. Do. E. Tabular statement of the claims in each of the eight districts of the Nation.

Do. Do. F. Miscellaneous papers &c

Do. Do. G. Claims presented at Tahlequah in tabular form in reference to file A

Do. Do. H. Claims examined ^{on} the Books & files of the Cherokee Nation West.

Do. Do. I. General tabular statement of all the claims presented in the Cherokee Nation West & their amount.

Do. Do. K. Letter to the commissioners ^{from} the Board of the Cherokee Nation West
 all the decrees of the Board are recorded in Book F.
 And the cases presented will be found on the Docket books

INSTRUCTIONS

INSTRUCTIONS

Resolved That the Senate will concur in the appointment by the President of the United States of two Commissioners who, in conjunction with the Attorney General of the United States, shall constitute a Board of Commissioners to adjudicate and settle all claims of the Cherokee Indians, named and provided for by the Treaty of August 6th 1846, which claims are predicated upon the cession of their country by the Treaty of 1835, & the Supplementary articles thereto, concluded between the United States & the Cherokee Nation: And said Board of Commissioners shall base their settlement upon the value of the lands ceded by the Treaty of 1835, aforesaid, to be ascertained by their construction of the intent and meaning of the several articles of said Treaty & Supplement, and of the act of June 12, 1838, making an appropriation to carry the same into full effect.

Resolved That the Representatives of the "Cherokee Nation" and of the "Old Settler" party of the Nation, now in the city of Washington, and who have been recognized as such Representatives by the proper Department of the Government, shall have the power & authority to appear before said Board of Commissioners, with the counsel selected by their People in their Representative or Collective Capacity, for the purpose of presenting and advocating their claims, thus to be settled, under Treaty stipulations. And upon settlement being made by said Commissioners upon the principles set forth in the foregoing resolutions, it shall be submitted for the approval of the Cherokee Representatives aforesaid, and if approved of by them, then it shall be considered binding upon the several contracting parties to the Treaties of 1835 & 1846, between the United States and the Cherokees, and be deemed a final settlement of all claims mentioned in the said Treaty of August 6th 1846 - and the United States promise & agree to make an appropriation to carry such settlement into effect, as early as practicable, after the Commencement of next Session of Congress.

Ocla

39405

Cw.?

Fragmentary records of
losses by Charles Johnson
ca. 1438

chm(?)

—
legat folder (Cora Bacon
+ others work)
1/4 —
folder

14' - 3' 2' dr 2

1837

Cherokee

petition

Removal

1834-37
~~Letter~~
Copies of
Communications
~~to the~~

Cherokee Improvements -
abandoned -

Brown -
Batman
Simonton.

P. Minis -
C. Harris
George Vashon
Jesse Crutcher
R. Stephenson
H. Whiting
T. P. Anderson
Duval -

A. Montgomery
Jno. Page
Hunt -
Rice
M. Smith
B. F. Curry
J. Vaukorne

C. Harris
D. Kirtz

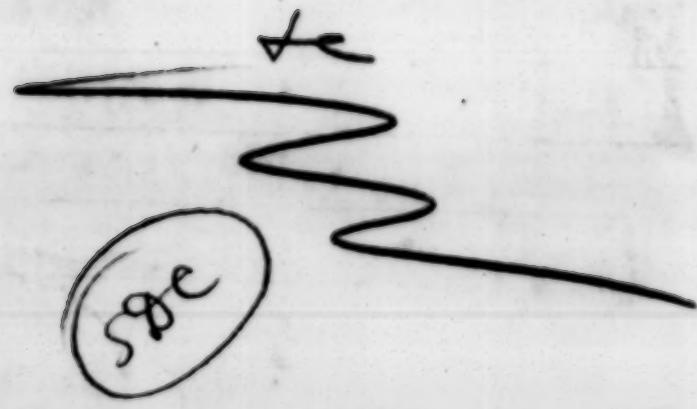
Records of Ind. Office
Ray's Books - &
Lester Books &
& Anderson's Off.

Henry Whiting -
Duval
H. Montgomery.
Aunt.
W. Rice -
W. Smith.
C. Harris
D. Kutz.
Mr. Paey.

John Ridge
Major Ridge
John Ross
shows
Cherokees

who lived
along Creek
Path &

on Highwassee
River



Cherokee Improvements

Abandoned

8. Oct: 17: 1828 - 1834. —
" " " 1835 { Oct 2. July
" " " 1836. —
" " " "Imp: at by Chas. H."

I Certify that Peter Emery served
four days at \$1.00 per day in cutting the
timbers & building Council Shed at
Tah Lon tus kee 1844. In Left Bay
July 31st 1851 } By Authority of Council
held at S. M. Daniels
Same year.

Georgia, I John Clark Clerk of the Superior
Court of said County do
hereby certify that Hugh Kennedy
is an acting Justice of the Peace in and
for said County given under my hand
and private seal there being no seal
of office this 23rd day of April 1838

John Clark

Georgia, I Jeremiah T. Lee a Justice of the
Superior Court of said County
do hereby certify that John Clark
is clerk of the Superior Court in and
for said County given under my hand
and seal this 23rd day of April 1838

J. T. Lee

State of Alabama } I hereby certify that I have
 Cherokee county } some personal acquaintance with
 Japly M. Walls and am well acquainted with his
 general character and believe him to be one
 of the most base characters that is in our country and
 could not believe him on oath given under my
 hand this 15th Oct 1837 James Hughes ^{Junior}

I certify the above named Hughes is a man of high standing
 and of much reprobation Josiah Barber Secy

State of Alabama } I hereby certify that
 Cherokee county } I have been acquainted
 with Japly M. Walls for a number of years
 and I know well that he was arrested in
 the clear county in this state for false
 swearing as well as for stealing in ~~the~~ ^{one} case
 he is considered the greatest thief in this
 county and I could not believe him on
 oath nor otherwise given under my hand
 this 18th Oct 1837 Eavan Watkins

I certify the above named Watkins is a man of
 much reprobation as to his word Josiah Barber Secy
 this the 12 October 1837

was to work hunting and fetching horses
 Munstoea for whis & galens at one dollar a galen to a
 blanket 5 dollars

Staley to 2 galens of whisky to one bushel of salt
 to one marinea shall at fore dollars.

Culsoy on vally river to 3 blankets a fore
 dollars a pees and 1 galen of whisky one gerth at
 seventy five cents

Mega to 2 blankets one five dollars and the other
 fore dollars to whisky to 25 cents

too chos to tak to 2 blankets 1 three dollars

1 fore dollars to 1 galen of whisky at one dollar one

Coten shall at too dollars

Johnnahoos to a balens of settel ment to ten dollars

Jutea to a balens of settel to fifteen dollars

to Quaker men & Bot John Colston to whis & galen

at five dollars one blanket at three dollars

to one marinea shall at three dollars

Pate guskey balens of settel ment to 10 dollars

For the
 and John Qun to 15 dollars

His money was in a trunk in a house
 This Cherokee had been living with this man a
 number of years, & was looked on as one of his
 of his own family - Was left at home with
 a small boy during his absence with his family
 at the Doctor's & at that time committed the
 theft, borrowed a horse and pretended
 of going to another place. but ran to
 another place. Passed the agency spent
 several dollars with Capt Jones. bought a
 horse of Mr. Wallace & remained in Mr
 Wallace's neighborhood several days & spent
 several other sums of money purchasing
 clothing &c. The sum stolen by him was
 170 - 50 - ~~Ch~~ to (Echa ta me ta hae is
 the name of the unfortunate Chactaw)
 The Light Horse of the Cherokee caught the
 Cherokee & examined him. he had no money
 left. but had the horse in his possession
 which the light horse delivered up.

Brown is the name of the Captain of the
 Cherokee Light horse

No. 29
Wm. D. Row
Clerk.

Registered B. A.

Fig. — 11—

Admitted for
#664

Admitted

BEST AVAILABLE COPY

Senate Document No. 120. 2nd Session 25th
Congress -

On 12 Nov. 1836. B. F. Curry, hgt of Cherokee removal was ~~told~~ informed that whenever advances of commutation for transportation were made he must be careful to take proper measures to insure the accomplishment of the object in making them p 205

On 28 same month. said Superintendent after ~~an~~ ^{above} acknowledging the receipt of ^{above} letter ~~of the~~ States that "in order to secure the Government against impositions, bonds are required of those receiving the commutation of the term" of ^{employment} ^{p 733} ~~of~~ ^{of} ~~blank~~. The form of the bond is as follows - here refer to p. 739 - and quote.

On 20 May 1837. ~~The Department having been informed that irregularities~~

On 20 May 1837. The ~~the~~ hgt of removal was informed that the practice of paying the year's ~~subsistence~~ subsistence cost of the trip was irregular and must be abandoned p. 273 -

For form of certificate see p 284. Practice of paying cost discontinued.

On 4. Sept '77 the agent was informed that there
 were a number of Cherokees, Senecas, and estimable men,
 well qualified to remove themselves, who desire to draw
 their commutations of both transportation and subsistence
 out of the Treasury - but who were unwilling to emigrate
 "until they see that peace and harmony is restored to the
 Nation West" ~~The agent~~ The Agent ~~recommended~~ sug-
 gests for above reason that the order of 20 May be resented
 so far as that class was concerned - p 930.

On 22. Sept '77 the department acceded to the suggestion
 but informs the agent that "this departure from the
 instructions of 20 May, is sanctioned reluctantly, and
 great discretion will be necessary, on your part,
 to prevent improper persons receiving the benefit of it."
 p 321.

Mr. C. F. Patton.

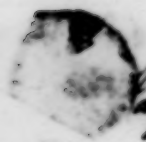
Mr.

Col McKenney having
 handed me your letter dated 14th
 Wm requesting the papers pertaining
 the testimony of Inowgrace & others
 with directions that when the head
 of the office will permit, that a
 further search be made for them.
 I have to say that such further
 examination of the files will
 be made and the papers if found
 transmitted to the Recorder.

Col McKenney has examined
 since you were here the papers
 in Labent's box & find they
 are not ~~with him~~ in his room.

W.B. Smith writing the above
 I have made another search
 without success. I do not believe
 the papers are in this office

Yours respectfully
 D.K.
 Aug 1878



Wayne County N.C. July 22/189.

Genl. A. A. Henderson

Sir,

herewith enclosed is the

Testimony of Mr. Richard Kelley in support of
the claim. of ~~Charles~~ Johnston sent to Hetch
Charles claim -

Yours Respectfully.
J. Williams

I remember the following...
 middle. I am to believe...
 told the other...
 one key...
 into a...
 means of a...

Esg. Rind all

at Esq. Golden

& i.
 L. & S. May

Will please certify that
 R. Golden is a justice of the peace
 for Marshall County

27th Oct. 1836

Wm. D. Moore

City of Washington, 20 Sept 1843

SIR:

Whitfield drawn by you
dated 8 March 1843, at _____ days after _____ for
Five Hundred Ten 100 Dollars due, ~~and by you endorsed~~,
~~and for which you are liable~~, has this day been Protested for non-payment, at the request
of the President and Directors of the Bank of the Metropolis.

Wm H Eaton

Edw B Hubley Esq. & Co. & Co. & Co.

Your obedient servant,

Wm C. C. C. C.

NOTARY PUBLIC.

City of Washington, 20 Sept 1843

SIR'S

Whitfield drawn by you
dated 22 Aug 1843, at _____ days after _____ for
Five Hundred 100 Dollars due, ~~and by you endorsed~~,
~~and for which you are liable~~, has this day been Protested for non-payment, at the request
of the President and Directors of the Bank of the Metropolis.

Wm H Eaton

Edw B Hubley Esq. & Co. & Co. & Co.

Your obedient servant,

Wm C. C. C. C.

NOTARY PUBLIC.

No 124

John Handcock

act

875-8 1/4

to the Act of 1834

duplicate entered

am

My Mr

Brady

Comdr H Eaton

Cdr B Rutledge

Commissioner

Garfish, a witness makes oath that
 he is well acquainted with Claimant
 I was a close neighbor to him &
 that he had a large stock of
 Consisting of Hogs, Cattle, and Horses
 witness knows that he acquired and
 himself Lopez a great deal of property
 and that it was a very difficult
 thing to detect the rogues, although there
 were a great many but they came from
 the white settlements on the other side
 of the Lincoln River, and down their
 striding of a km. & back again when
 they wanted to steal horses and it
 was believed by every body that when
 any thing was stolen that it was done by
 white people. for they were so bad to steal
 witness is acquainted with the most of
 the circumstances as stated by
 Claimant. & knows that they are true
 particularly in regard to the horses &
 Cattle, knows that the black man
 which was taken a crop the river
 in a canoe ^{was carried} off by a white man
 for the property charged in this ap-
 propriate manner knew Claimant to be paid
 and concludes the man moderate

Cherokee Agency
Mr William Huff Green
Cherokee Agency

Specimen
One day after day - Gray
One day of

U. States

Sally Barker

Dr

U. States

Specimen
William Huff Green
Cherokee Agency

- No 55 Polly Mann Ga \$2059.50 = Not Gen #2059.
 56 J. J. Townsend Ga. 318.37 Dells 17975 Sus - do Aug 5 Rep
 58 Wm Hicks Jr Ga #2000.88 Sus deduct 1570.96 #490.92
 61 David Water G #1391.00 Not gen met 1391.00
 63 Eliza Halford Claims made to the valuation by Wm. &
 S. C. Cady under Georgia Law #451.50
 72 Jonathan Muttley #1460.00 Not gen 1460.00
 86 Abner Witham Ala #123 to be paid when
 His wife aches arrived met 123.00
 89 Ann Fields Ala 1150.80 dis 200 No
 information relative to this claim 950.80
 102 Greenberry Purdue Ala 297.50 had
 Not gen met has gen 297.50
 103 A. G. La McCanie Ala #179.00 claimed 179.00
 108 An^a Hays Ala 304125.143981 deduct
 #200.00 for Wm R Johnston 18.00 for Carry
 Lewis 125144 1601.44
 110 John West 1085.00 #655.63 never emigrated
 See app May Cr. v. y No 20452
 124 Little Rice Ga 92.75 Not gen returned 92.75
 131 David Welch #79 Deserter 79.00
 135 Greenberry Purdue 54.80 Not gen has 54.80
 193 Eliza Jane Echels #813.50 Sus Aug 5 Rep No 2 813.50
 200 Henry Ware #2379.75 Not gen 1379.75
 220 Chas Guffee A 268.00 Not gen 268.00
 221 Justice Fields 150.00
 227 Chas Sanderson G 1752.80

7/1/66

THE NATIONAL ARCHIVES
CLASSIFICATION DIVISION

39376

Ocla

Power Attorney /

Abm Power & C F Brown
for Cherokee? Indian
claim for ~~disputed~~
losses

145

war

legat filed

1 sheet

14 23 2. dr 2

39376

War Department—
Off: Ind. Affs
9 Sept 1842.

Sir,

I have the honor to enclose a commission constituting you Commissioner to adjust and settle claims arising under the treaty with the Cherokee of 1835.

Instructions will be forwarded to you from this office as soon as they shall be prepared.

Very &c

To
Jno. H. Eaton Esq
and
James McDowell Esq

(Signed)

T. Hartley Crawford

Now Jno. H. Eaton.
and
James McDowell.

O. S. Affs

28th Sept 1842

Commissioners under the
17th Art. of the Cherokee Treaty of
29th December 1835.

Gentlemen.

Having been appointed by the President of the United States by and with the advice and consent of the Senate Commissioners under the 17th Article of the Cherokee Treaty of 29th December 1835 and the amendments thereto, and having received your commissions I respectfully communicate to you the following instructions conveying the views entertained by the Department of the duties that have been assigned to you.

The 17th Article as amended stipulates that all the claims arising under or provided for in the several Articles of this Treaty shall be ascertained & ascertained by such Commissioners as shall be appointed by the President of the United States by and with the advice

consent of the Senate of the United States, for that purpose and their decision shall be final."

The first article of the Treaty gives the consideration of five millions of dollars for the improvement to be expended, paid and interest in the manner stipulated and agreed upon in the following articles. Then, according to the opinion of the Attorney General, and the instruction uniformly given by that Department, subjecting the fund to the charges imposed on it by the Treaty, which embrace all the expenditures not otherwise provided for by that instrument. These charges are enumerated in the 15th article, which is in these words, viz:

"It is expressly understood and agreed between the parties to this Treaty, that after deducting the amount which shall be actually expended for the payment ^{of} ~~for~~ improvements, fees, claims for spoliations, removal subsistence, and debts, and claims upon the Cherokee nation, and for the additional quantity of lands and goods for the poorer class of Cherokees, and the several sums to be invested for the general National fund, provided for in the several articles of this Treaty; the balance, whatever the same may be, shall be equally divided between all the people belonging to the Cherokee nation east, according to the census just completed; and such Cherokees as have removed west since June, 1833, who are entitled, by the terms of emigration and removal, to all the benefits resulting from the final treaty between the United States and the Cherokees East. They shall also be paid for their improvements, according to their approved value before their removal, where fraud has not already been shown in their valuation."

The 17th article makes the provision, that have been already had by the former treaty of Commissioners

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and which have been reported by them to the Department, General. Even the Executive can not overrule them where they have jurisdiction - and if they had none you can not help it. You are, therefore, instructed that no case which has been adjudicated by the former board is open to your examination, and one of the great objects of furnishing you with its records is to enable you to detect at once any violation to you for the consideration of cases in any description that have been already reported on by the former board, which will be corrected.

The 7th article stipulates, that the United States shall agree to appoint suitable agents, who shall make a just and fair valuation of all such improvements now in the possession of the Choctaws, as add any value to the lands; and also the fences owned by them according to their net income; and such improvements and fences from which they have been disappointed in a lawful manner, or under any existing laws of the State, when the same may be situated.

The just debts of the Indians shall be paid out of any money due them for their improvements, and claims; they shall also be furnished, at the discretion of the President of the United States with a sufficient sum to enable them to obtain the necessary means to remove themselves to their new homes, and the balance of their dues shall be paid them at the Choctaw agency west of the Mississippi. The improvements establishment shall also be valued and appraised in a like manner and the amount of them paid over by the United States to the Treasurers of the respective Missionary Societies by whom they have been established and improved, in order to enable them to erect such buildings and make such improvements among the Choctaws west of the Mississippi as they may deem necessary.

for their benefit. These provisions embrace a large proportion of your duties. You will perceive that, as they have not been already made and do not appear by the records of the former board of Commissioners which will be furnished you, and even then if you are not satisfied with their correctness. Valuations must be made of all such improvements as are subject to your examination under these instructions and were in the possession of the Indians at the date of the treaty (not its ratification) and add any value to the lands - and also of the houses owned by them at the same time, according to their net income, and of such improvements & fences as they had been disposed of before the same date, in a lawful manner, or under any existing laws of the State, where the same may be situated. This duty is distinct from reservations which will be the subject of another part of these instructions, & relates merely to improvements separated from the land on which they stand. The question of ownership of the improvements and fences is the first one to be decided: - if they shall be found to belong to a Cherokee entitled to remuneration for them under the Treaty, the inquiry arises, whether he or she was in possession of them on 29 December 1835, or had been disposed of in a lawful manner, or under the existing laws of the state in which they were located; if either of these alternatives is answered affirmatively then comes the question what is a just and fair valuation of them. To reach the true worth of them you are authorized to employ two respectable persons, when necessary, to appraise their value who will be paid \$4. per day, for every day ^{actually} and necessarily employed in making such valuations.

Such debts as the Indians may owe will be paid out of any money you may award them for their improvements and claims; and you will investigate the indebtedness at the date of the Treaty of those Cherokees when you shall decide any thing to be due for improvements, fences, reservations, or spoliation.

and make a record of such debts, as you shall find to be owing by them stating to whom due and the nature of the debt.

The next ~~Class~~ of claims recognized by the Treaty is that for spoliations, which it will be seen are mentioned in the first, and are specially provided for in the 10th article of the Treaty, and the 3d of the Supplementary articles. The injuries here referred to are the theft, destruction of property, or other acts which diminish its value, committed by citizens of the United States.

There remain reservations of which the Treaty (13th article) recognizes three descriptions. 1st. Those where the heirs or descendants, to whom reservations were made in former Treaties, who have not sold or conveyed the same by deed or otherwise and have complied with the terms, as which they were granted so far as was practicable in each case, where such reservations have been since sold by the United States, have a just claim against the Government, and the original reserves or their heirs or descendants shall be entitled to receive the present value." (That is, the value at the date of the Treaty.) "Those of from the United States as unimproved lands." 2d. When such reservations have not been sold by the United States, but where the terms on which they were made have been complied with as far as was practicable, the original reserves or their heirs or descendants shall be entitled to the same, and receive a grant thereof including all persons who were entitled to reservations under the Treaty of 1817, and who "so far as practicable," have complied with the stipulations of said Treaty, although by the Treaty of 1819 such reservations were included in the unceded lands belonging to the Cherokee Nation".

3d. Such reserves as were compelled by the laws of the States in which their reservations were situated

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the same, or purchase them from the States, shall be deemed to have a just claim against the United States for the amount by them paid to the States, with interest thereon, for such reservations, and if obliged to abandon the same to the present date of the Treaty, value of such reservations as unimproved lands.

These are the three classes of reservations recognized by the Treaty; all of which are subject to this proviso in the said (the 13th) article, "but in all cases where the reserves have sold their reservations, or any part thereof, and conveyed the same by deed or otherwise, and have been paid for the same, they, their heirs or descendants, or their assigns, shall not be considered as having any claims upon the United States under this article of the Treaty, nor be entitled to receive any compensation for the lands thus disposed of."

It will be observed that, by the first supplemental article, all "pre-emption rights & reservations provided for in articles twelve and thirteen shall be, and are hereby relinquished and declared void; and that by the 3d article, a pecuniary compensation therefore is substituted, which was enlarged by the act of 12 June 1838. The first class is to be paid for as unimproved land, and the third also where there was a compulsory abandonment; the second class is entitled to be paid for the land, and the improvements, ^{the} reserves had made on it before the date of the Treaty, because by the original frame of the Treaty they were to receive a grant of the land, which would convey both; and by the 3d of the supplemental Articles the money substituted "shall be applied and distributed agreeably to the provisions of the said Treaty." There are no pre-emption rights - they were provided for by the 12th article of the original Treaty, but abrogated by the first of

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of the supplemental articles, and soon had more than an insubstantial existence, which is gone.

There is a stipulation in the 16th article that all who shall remove to the West of the Mississippi within two years from the ratification of the treaty, and that during such time the United States would protect them in their possessions and property, and the free use and occupation of the same, and such persons as have been dispossessed of their houses and improvements, for which no grant has actually issued prior to the enactment of the law of Georgia of December 1833 to regulate Indian occupancy, shall be again possessed thereof, and placed in same condition and situation in reference to the laws of Georgia, as the Indians who have not been expelled from it. If this is not done, and the people are left unprotected, then the United States shall pay the several Cherokee for their losses and damages sustained by them, in consequence thereof. It is not supposed any case of this kind, deserving your favorable consideration, will be presented - but it is possible there may be, & it is, in any event, a part of the treaty which it was my duty to bring to your notice.

There appears to have been a doubt, when the treaty was signed, whether the spoliation claims were to be paid for out of the five millions or not. If the question, it was stipulated by the first article, should be referred to the Senate, and if the decision was in the negative, then \$300,000 additional were allowed, and in the 10th article, that sum was set apart for them. It was explicitly understood, see the 13th article, by the parties, that the reclamation claims should not be paid for out of the consideration of the

on the sum allowed for spoiliations, but be discharged by the United States in consequence thereof. The 2^d supplementary article refers to the impression of the Cherokee people that the expenses of their removal, and "the value of certain claims which many of their people had against citizens of the United States" were not to be borne by the five millions fund, which impression was thought correct "by some of the Senators who voted on the question"; and the 3^d article of 600,000, "to the Cherokee people to defray the expense of their removal, and all claims of every nature and description against the government of the United States, not ^{otherwise} ~~otherwise~~ provided for and to be in lieu of the said reservations of the emigration and of the sum of three hundred thousand dollars for spoiliations described in the first article of the above mentioned treaty." In addition to this, the law of 12 June 1838, appropriated the further sum of one million forty seven thousand and eighty seven dollars in full for all objects specified in the third article of the supplementary articles of the Treaty of eighteen hundred and thirty five, between the United States and the Cherokee Indians, and for the further object of aiding in the subsistence of said Indians for one year after their removal west. Provided that no part of the said sum of money shall be deducted from the five millions stipulated to be paid to said tribe of Indians by said treaty: And, ^{that the said Indians} provided further, that receive no benefit from the said appropriation, unless they shall complete their emigration within such time as the President shall deem reasonable, and without objection on the part of the government.

The expense of removal in the opinion of the late Attorney General (Mr. Butler) was the
 first

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change on the sum of \$600,000. provided by the 3d supplementary article, and the balance to be applied to the various claims which shall be established: and if that fund was insufficient for the several objects contemplated, then, he was of opinion, that the deficiency might be supplied by a resort to the general fund of five millions (see his opinions of 6 Decr 1837, & of 22 Feby 1838.) This is undoubtedly the correct interpretation of the treaty: for it must have been perfectly well known to those who made it that the sum of 600,000 dollars would fall very far short of meeting the purposes named in the supplement. The law of 1838 in consideration of a different reading by the Cherokee, appropriated \$1,047,067. 00 in full for all the objects specified in the 3d supplemental article, and to aid in the subsistence of the Indians for one year ~~for~~ ~~year~~ after their removal: proving clearly that the whole expense was not expected to be borne by the funds thus set apart. If then the removal was to be first borne, and the excess of claims over and above the fund set apart (\$1,047,067) was to fall back on the \$5,000,000. it is immaterial as to results which expenditure is first met. Taking care that the claims recognized by the 3d supplemental article (excluding of removal and subsistence which are a general charge) do not exceed the fund as enlarged by the law of 1838. This view is sustained by the Attorney General in the opinion of the 3d February 1838 when he speaks of the preference given to the expense of removal & subsistence as merely nominal and recognizes the payment of all the claims.

The stipulations were by the original treaty restricted to \$300,000. in the supplement enlarged

this class of claims by throwing them on a greater fund, and to be further swelled by the law of 1838, of which the supplement, copying the last agreement of the parties, does not require that there should be any subtraction. If, therefore, the **map** of the claims in the 2d supplement article do not exceed the grant amount allotted for them, they will be paid in full, if there are means from any fund to meet them; if there are not, they should run beyond the sum provided, there must be in either case a ratable distribution. The claims for improvements are a charge upon the general fund.

It next becomes necessary to inquire, who are entitled in reference to their personal qualifications and residence to present claims? The **Treaty** was made with the Choctaw nations. And their land East of the Mississippi was ceded. However, therefore, owned and possessed, at the date of the treaty, improvements or services on the ceded territory, are entitled to be paid for. This implies that they lived on that territory, and that they performed a lawful service. ~~in either of which cases they would be~~ in either any existing laws of the State where the same may be situated, in either of which cases they would or would not be entitled ~~to compensation~~ to compensation, according to the evidence they adduce on other official points, without reference to their residence.

The claims for reservations which were taken under the treaties of 1817 & 1819 (according to an opinion of the Attorney General of 4th May 1838, but which are on the land ceded in 1835, are entitled to no compensation for the reservations, because they were unauthorized and should have been located on the cessions

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of 1817 & 1819, but if they were improved, the reserves would, admitting all the other prerequisites, have a claim to be paid for the improvements, under the 6th article of the treaty of 1835, because within and upon the land ceded by it. The reservations properly taken (under the treaty of 1817 & 1819, and recognized by the treaty of 1835) must necessarily be without the Cherokee Territory ceded by the latter, and are to be paid for as unimproved land, except those of the old class before stated, which require payment for land and improvements both, for the owners of them were entitled to grants of the land by the original treaty, for which money was substituted by the supplement, which would if unaltered have secured to them the land and all that was on it. It is not material where the claimants for reservations lived, their property was ceded, and if present they would, probably, be living on them without the cession of 1835, unless they were forcibly ejected.

Claims, under the 16th article, if any such should be, before it has been already stated would not probably be entitled to your favorable consideration. This article provides for the protection of the Indians in their possessions until the 22d May 1838, and where they had been ousted, and no grant had actually issued before the enactment of the law of Georgia, of December 1835, to regulate Indian occupancy, that they should again be put into possession, and placed in the same situation and condition, in reference to the laws of ^{the State of} Georgia, as the Indians that have not been ousted, and if this is not done, and the people are left in possession then the United States shall pay the several Cherokees for their losses.

On the 3d day of March 1823, a law was passed by Congress, appropriating \$50,000 to purchase certain tracts of land in the State of Georgia reserved to the Indians "by the treaties with the Cherokee Indians of the eighth day of July, one thousand eight hundred and seventeen, and of the twenty seventh day of February, one thousand eight hundred and nineteen". Under this law J. C. Calhoun (with whom was afterwards associated James M. Smith) was appointed Commissioner and his instructions are dated 17 March 1823. They subsequently made a report, returning a list of those reserves in whom they had purchased according to law, showing that they had paid \$45,665 to them. - of this list you will be with receive a copy. It is presumed all those fairly entitled to its provisions applied under this law, and if they did not, that they were guilty of laches, which would operate in bar of their claims now. It is probable the clause of the 16th article was inserted to satisfy all parties who could claim, and it is probable there may still be just claims made under it. But all such should be very closely scrutinized, and if they would have availed themselves of the law of 1823, and did not do so, they ought not now to receive your advice in their favor.

The 12th article stipulates that those individuals and families of the Cherokee nation that are averse to a removal West, and wish to become citizens of the United States where they reside and such as are qualified to take care of themselves and their property shall be entitled to receive "then and proportion of all the personal benefits arising under this treaty for their claims, improvement, and per capita" These persons should have presented their claims to the
Commissioners

who were in sequestration in 1836-7-8 & 9. As to claims that may be presented to the board lately organized and now in being, they are not entitled to compensation unless those who hold them shall emigrate. If the appropriation of 12 June 1838 had not been made, the Cherokee fund would have been exhausted long since; what remains of the consideration of the treaty, and appropriations in addition to it, can, therefore, be regarded in no other light than as a part of the \$1,047,067, respecting which the law of 1838 contains the proviso, "that the said Indians shall receive no benefit from the said appropriation, unless they shall complete their emigration ^{such times as} within ~~which~~ the President shall deem reasonable, and without coercion on the part of the Government." If this view be correct, and it is not seen how it can be otherwise, emigration is an element that must enter into every claim entitled to payment. Besides, those now East by a rigid and strictly legal construction of the Treaty, would meet with difficulty in sustaining claims; it requires an equitable interpretation to sanction them; this I think the true principle inasmuch as the most of those who have received compensation do not comply with the treaty stipulation as to removal, any more than those still East, the difference being only in ^{the} length of time still when the latter come before the board it should be with the offer to place themselves on a footing with those who have preceded them.

You will not while sitting East of the Mississippi consider any claim that may be presented by, for or on behalf of, a Cherokee that has hitherto emigrated; such you will receive and investigate when you shall have crossed the Mississippi, and lived upon a place or places for your deliberations. Of this instruction

note

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has been already transmitted to the Superintendent of Agent in the Western Territory.

You will proceed to such point in North Carolina as may be ~~most~~ most suitable and convenient for the prosecution of your inquiries and the discharge of your duties, and after their performance in North Carolina, you will be pleased to visit the Mississippi, and you will there, having ^{given} in both cases the notice necessary to afford claimants full opportunity to present their respective claims, proceed in your examinations and investigations in the Cherokee Country West.

It is very important that your reports East and West should be received as early as practicable to enable the Eastern Cherokees to avoid themselves of the correction on which they can only receive payment of claims, by removing to the West if possible during the present year of the ^{of the fall} So soon as your reports are received, an ~~apportionment~~ ^{of the funds} will be made here, and an agent authorized to distribute it to the claimants in such rateable proportions as shall be just after applying what may be required to the satisfaction of the debts found by you to exist at the date of the treaty. The necessity, therefore, of entering upon the duties of your appointment at as early a day as practicable must be apparent, and furnish a strong reason for seeing it.

Your compensation will be at the rate of \$3000 per year each, and that of your Secretary at the rate of \$1500 per annum, ^{respectively inclusive of all charges}. You are authorized to draw bills of exchange on the Commissioners of Indian Affairs, if at any time you should desire to do so, for such sums as may be due on account of ~~compensation~~ compensation, attested by your certificates respectively that so much is due ^{to} you. The same course may be pursued by your Secretary, to whose drafts your certificate will be attached that the sum drawn for is due.

very respectfully

[signed]

J. Hartly Crawford

Sept. 9, 1842

Mr. Crawford

Instructions

to

Cherokee Cows

to the U States, it can only mean, this of
the Family Head, & not the reversionary
right of the children, in whom the fee
simple was placed.

The law is, that a fee estate, can not be in abeyance, it must rest in some one, & some where, It may as in the present case (under consideration) be in suspension, as to its resulting effects; but still, the fee is vested, in the party for whom it is intended; & nothing can defeat it, unless it be some act, to be done, by him who is entitled to it; for reason, & the law, both agree, that he ^{who} owns the fee estate, can by no act of his, defeat the grant. The testator never intended otherwise - for it declared, that each & every head, of any Indian family, wishing to become a citizen, shall have a Reservation. It then describes, what kind of an estate it shall be. The heads of the family shall have it for life; & at his death, ~~his~~ his children in fee simple, ^{residing with} This is the point, & then follows - "Provided, that if any head for whom Reservation may be made remove therefrom, & in that case, the right to revert to the U.S. It is seen, that the right, is in the singular not plural, clearly meaning to say, that if the head of the family removes, the right hereby given to you shall revert to the U.S. It intended to say, if after taking this land by purchase, ^{at his life} the life when you live, shall pass to the U.S. as a trust for the maintenance of your children, if more had been intended, the word ^{with} employed, would have been the rights, (including ^{with} children) should revert to the

2^d on the 10th of March 1819, ^{concluded another} ~~reaffirmed~~ the
first treaty; & declared
that the cession then made, should be, in
full satisfaction, of all claims which the
U. States have on her [the Cherokee] in accord
of the cession to." See 1. Treaty of 1819; &
furthermore, & it was agreed, that she was
to be a final adjustment of the Treaty of 1819.
Thus, all the doubts, - difficulties &
uncertainties, which arose under the first, was
converted to be moved & settled under this
subsequent negotiation; & they were settled, the
"care, for care" adjustment, and the cession which
was agreed to be ascertained, was all thought
to be considered as ended, & no more to be
enquired about. What then?

It has before been insisted, & counselled,
that the instant a Reservation was taken out
became a vested right, incapable thereafter to be
disturbed, but if there be a possibility of public use
existing, in the view of the nation then, another
course follows, that on the treaty of 1819, and
upon an intention of settling & closing, the acts
seemingly saying, that, for the sake of the better
T.S., the Reservation claims were very much
over the existing claims, of the 5th article,
that a vessel should affect the right, by
in said to have been therefore reflected
But suppose it was not reflected, - suppose

as the S. article declares a removal would be a
violation of the right then would the question
be what right are intended to meet. That
— which the party proposed to be sure for
as the L. looks of any one being capable to possess
right, which he does not possess

The genl. Butler has said, that the simple
 release of the children, was impossible to be reached,
 or effected by any act of the abolition head of
 a family. Mr. Legree has spoken the reverse.
 Between the two gentlemen, there is a disimproved
 difference. The first was in office, when the treaty was
 made; & often said, when its provisions came to be
 acted upon, various questions, & doubts, concerning
 its true meaning, were proposed by the Comps.
 The inference is a reasonable one, that as he had
 in fact given up, with the treaty, he must have
 been better informed respecting it, than his Successor.
 But Mr. Legree, who is accomplished must, gone
 only on an impartial opinion, without possibly
 looking into the question, he was asked to decide
 on that opinion he has enough, certainly

1d But it is expected, that no such unreasonable
 as, intended, that the Reserve should, in a
 condition of life, reside at large on his land. Such
 a requirement would be adverse to our notions
 as to the right, & use of real property. Yet
 if sophistry can urge, that such is not the
 case, then does this second result follow, that
 if any profusion were to result, none greater

than the party owned, a papapoo, could be lost
 him, was a life estate, which might be lost
 to him, if a removal took place:—so the stock
 being dead the widow might have her down
 after the same manner, ^{but how}, the interest of
 the children, is capable of being defeated, by
 the acts of any intervening beneficiary. is
 a matter of difficult solution. By the doctrine
 of English law, an estate for years, or for life,
 may be defeated, by the creating of any higher
 or greater estate, to the prejudice of the heirs;
 but such forfeiture when resulting, is in favor,
 & not to the detriment of the heir. One
 having a defined, limited interest, can not
 defeat the remainder; ^{the} ~~the~~ remainder interest,
 which ~~being~~ ^{being} superior, not subordinate, to his
 particular interest, cannot be defeated
 by one, having the inferior interest. Such
 is the law, & it would be strange indeed, if
 it was not so

The argument, briefly recapitulated is, that the only purpose of the policy, in speaking of a "removal", was that on the 30th of June 1818 it was desirable to ascertain, who intended to remain - become Citizens, that they, would then, occupying part of the Territory of 1817 might be concluded. From that date, each & every Reservation might become settled.

2^d If it was not so, & by a removal, at any time made, the right was to revert

to be made and it should be changed this
being done it was within the power of the artist
to know, certainly, who intended to become Chieftain;
was a descendant, or a first descendant, what
quantity of land he took, for the eastern part,
should be credited on the grant to be made best

To June 1818 no census was taken
the U.S. Govt. from some cause omitted, or neglected
to execute the contemplated, promised survey;
a more difficulty is found the reason why persons
desirous of removing were permitted to take
reservations, after the month of June 1818

But the argument insisted upon is,
that the Reservation being taken, the right
~~remained~~ to be executed, & thereafter become
a vested right; & this seems to be the idea,
intimated by the Supreme Court of N. Carolina,
when the Judge says, in the case of

Had the census been taken, as was contemplated,
no Reservation would have been granted after June. But it was
not done, & as the treaty said that the Books
of Registration should be kept open until that
time, Reservation was permitted to be made
throughout the entire year 1818. Confusion and
difficulty were likely to arise from this omission.
One hundred & fifty seven Reservations had been
taken under this treaty of 1817, April 10, 1818.
100,480
& to settle all doubts & difficulties a special
Cherokee delegation came to Washington, which

Indian Rights & Privileges under the Treaty of 1817
as to opening the books decided heretofore

In the case of Hutton there was an understanding
obtained, that the Government had come
to the conclusion, to open any advertisement
case, for no reservation, where for an inspec-
tion of the Record, any thing of error or
inquiry to Law or fact, could be perceived.

Error of Law, would casual in
In opening a particular understanding
of the treaty, which its words, & import, did
not authorize & control - for example

1st. When a case was decided adversely,
on the point that only the people, was
involved in the Registry, or constituting a
party - that would be error, because
the Law, is, for so, our Courts have decided,

that the Registry is exclusive; & no exception
can be made, to contradict it. The agree-
ment to the Cherokee, by the words of the Treaty
being made the sole judge, over this
subject matter, no one else could say, that
was wrong. Thus has the Supreme
Court, after full investigation decided 5 Dec
Hence 33

3 And is not ^{the} most intelligent
common sense meaning, & it would be
argued to presume, that the U. States
intended so criminal an act, as to
invite a portion of those Indians
to become members of their family,
on side to other, of a section of land,
(for ~~some~~ ^{some} ~~with~~ ^{with} a
reserved intention, of making the
children paragon & rogues, & that
too, who no practiced wrong, or
committed fault, on their part, but
on the mere contingency, that the
father, in some idle drunken or
thoughtless moment, might go off &
leave it; or by selling, all or any part
of the land, to produce the same
equivalent effects:—to induce such a
idea, would be to impute to the
U. States something of moral depravity
— an entertained design, to impose upon
the unformed Indians. For precluded
^{impositions} ~~impositions~~ ^{impositions} the race of people, we have come
enough to ensure ~~for~~ without adding anything
of deception, to the list of imposed wrongs. They
are not a people acquainted with our language
& hence, there should be needed to they, such
plain common sense constructions of their ~~words~~ ^{words}

do, reasonably ^{they} will bear; & as the Indians are reasonably understood to expect, in case of them, to go into refined technical versions of law, would be absurd in the extreme.

In reference to Indian rights, various points arising under those treaties have been examined, & fundamentally settled. The Supreme Court of the State of ~~McCord~~ ^{McCord} have settled the following controverted questions: 1. That these Indian Reservations, are to be considered as estates of purchase; that is, that a valuable consideration was given for them; & they not gradually bestowed. 2. That the States, interested in the ceded soil of the Indians, having given their approval to those treaties, actually, or tacitly, cannot call them in question, they were bound by them - see Howell's Rep 3^d 42 195.

Other points, no longer open to dispute, have been settled by the Supreme Court of the State of Tennessee; they are these!

1. A removal must be voluntary, & not the result of fear, threat or force.
2. Being entered in the Registry, by the Agent, is conclusive that the party is the head of a family.

Application of J. H.
Eaton, to withdraw
powers of attorney.
June 1, 1847.

1. June 1847

D. Sir

I the Clerk of the peace office, there are
some papers of the late Wm. W. W. who was a great I
am - there are placed by Mr. W. W. W. and the part last
of the papers, for safe keeping & to be brought to the place
there are some papers also to me

Then being private papers, I ask you to say to Mr.
Henderson & Brewster that I be permitted to receive. If any
papers are to be made, or there are papers, it is necessary
to be papers of these papers, that they may be
presented at the Treasury for settlement

Respectfully,

J. P. St. John

Mr. W. W. W.

Companion

In the absence of any other information
than is furnished by the above, and the
papers not being in my possession, I must
unavoidably decline making any sugges-
tions on the subject. Very respectfully &c.
June 2^d 1847 W. W. W.

Wm. W. W.
to Hon. J. H. Eaton

Application of J. H. Eaton
to withdraw powers of
attorney.

May 27, 1847.

To Comdants: Brewster & Ford

There are sundry Pow. of atts, made to myself
& W. A. McElmer, which are in your office
being placed there merely for safe keeping: they are
not, office, but private papers merely. I am
also for the claimants, in my own, & by power of atts
for W. A. McElmer.

I request that on my filing with the
Secretary satisfactory evidence of my agency, he be
authorized to deliver to me, the powers so to be
delegated to him.

W
J. A. Eaton

27 May 1847

If there be such papers in the office they appear to be
the private property of Genl. Eaton they should be delivered
to him.

B. H. Brewster.

I am of the opinion that all papers received from the
Indian office by the Secretary should only be delivered
to the order of that office. Edward H. Horden

Georgia
Ab^m. Prim, }
To } Power of Att^y.
E. F. Brown. }

Indian Claims.

Received the papers in
this case from the Com^r.
of Indian Affairs.

June 16. 1845.

Edm. F. Brown
Att^y. for A. Prim

Georgia I know all men by these presents that I
 Charles Morris Abraham Prime of the State & County
 aforesaid, for diverse good causes & considerations me
 hereunto moving have made ordains & appointed, and
 by these presents do make ordain, and appoint
 Edmund H. Brown of the City of Washington D.C.
 my true and lawful attorney for me and in my name
 and for my own proper use and benefit to ask and
 demand and receive from the War Department my claims
 for losses sustained by the Indians in 1836, and to take
 all lawful ways & means in my name or other wise
 and to compromise and agree for the same; and acquitting
 or other sufficient receipts and discharges for the same
 for me and in my name to make deals and deliver and
 to do all other lawful acts and things whatsoever
 concerning the premises as fully and in every respect as
 I myself might or could do were I personally present at
 the doing thereof and one or more attorneys under him
 for the purpose aforesaid to make and again at his
 pleasure to revoke ratifying and confirming and by
 these presents allowing whatever my said attorney shall
 in my name lawfully do or cause to be done in and
 about the premises, by virtue of these presents.

In witness whereof, I have hereunto set my hand and
 affixed my seal this fifth day of April in the year
 one thousand eight hundred and forty five.

Signed sealed and acknowledged A. Prime (S)
 before me.

L. W. Hawkins,
 Robert Peaty J.P.

(Copy)

1.

Florence, Alabama, 30th Dec, 1899

To the Honble John H Eaton,

Secy of War

Sir

Pursuant to your letter of instructions dated the 10th of Oct. last, directing me "to visit the Cherokee Nation and ascertain the true boundary between the Creeks and the Cherokees as it existed formerly, from the best testimony that could be had." I entered on that service with as little delay as possible after the receipt of your instructions, and have now the honor to report that I have succeeded in obtaining much information on that subject, and although both parties, to wit, the State of Georgia claiming ~~under~~ the Creek title, of the one part, and the Cherokee Nation of the other part, seem sanguine as to the preference of their respective claims, each over the other, yet the evidence is not so clear as I could wish to establish either to the full extent claimed.

On my arrival at the Cherokee Agency on the 25th of Nov. last I was informed by the U. States Agent Col. Montgomery, that neither the Gov. of Georgia, nor the

Chiefs of the Cherokee Nation, had furnished him with any information on the subject, nor had either left any with him for me, except that he had in his office a treaty of boundary entered into between the Creeks and Cherokees on the 11th of December 1821. a copy of which he furnished me with. I immediately dispatched a letter by express to the Gov^r of Georgia, and also a letter to John Ross principal chief of the Cherokee Nation, informing them of my arrival at the Agency, and requested them to furnish me with the evidence of their respective claims - intending in the mean time while waiting for a return answer to my letter, to employ myself amongst the Cherokee emigrants, who were then encamped near the Agency to the amount of about 300. as I was informed, in the hope that I could get some useful information from the old men of that party some of whom had resided many years on the land now in dispute between ~~the parties~~ the Cherokee and Georgia, I visited several of them, but found them opposed to make any written statement, some but some of them gave me verbal statements. I had waited until the tenth day after my arrival, and not having received any communication from the Chiefs of the Nation, I determined to visit and examine the disputed Country, and for that purpose I left the

agency on the 4th of December and traveled the road
 towards Georgia, and to the Suwannee old town on
 the Chattahoochee river, which is the upper point
 on that river claimed by the State of Georgia, but
 previous to my reaching that place I met my
 express sent to the Governor of Georgia with his reply
 to my letter, accompanied by the testimony on which
 he rested the claim of his State, with the exception
 of three witnesses which had been mentioned to him
 as being material in support of his claim. they were
 Jack Wright, Sleepy Man, (Cherokee Indian) and George
 W. Freeman all living near the line of the disputed
 territory, with his request that I would see them, and
 take their testimony - I sent an express after Sleepy
 Man, and he was gone from home and could not be
 found, I went myself to the house of George W
 Freeman, and was informed by his family that he was
 gone to some of the adjoining Counties in Georgia &
 would not be at home for several days, I then went
 to the house of Jack Wright, and found him at
 home and procured his evidence in two separate
 statements, upon oath. Having obtained the evidence
 on which the Governor of Georgia rested his claim,
 it only remained for me to examine the Country in

dispute, and collect such testimony as I could find in passing through the Country on the part of the Cherokees - always charging the witnesses to be carefull and make a fair and impartial statement, and ^{where} a legal officer could be procured who was authorized to administer an oath, the witnesses were sworn to the correctness of their statements.

Then in pursuance of my plan, I examined four white men on oath to wit, John Rogers, & William Matthews, who lived on the west of Chattauchy, and Daniel Clower, and George G. Weatherproof, on the east side of the river in the State of Georgia. I proceeded westwardly, and down the Hightowa river, passing on the southeast side, passing many of the old improvements, which have the appearance of having been long settled, by the Cherokees as I was informed. At the old Hightowa town, I crossed over the river & passed down in the forks of Hightowa & Ostanala rivers which form a junction which makes the Coosa river - here is the residence of John Ross the principal chief of the nation, on my passage through the Country, I called on sundry old men who had been long residents in the nation, and procured their testimony. I met some old white men travelers, citizens of Georgia who also gave me some evidence, all of which was taken by myself in the absence of both parties interested - At the residence of John Ross, the

principal chiefs of the Cherokee Nation, met me
 with a number of ~~old~~ men, both white men and
 Indians, who gave testimony on the subject of
 the disputed Country - and in addition to the evidence
 thus furnished, the principal Chief John Ross
 presented me with the Cherokee Phoenix of the 18th
 of November last, a news paper, containing his com-
 munication to Col. Montgomery at the same date, and a number
 of extracts from official documents, respecting the
 boundary line, and in support of his claim - he also
 furnished me with the copy of a treaty held by the
 State of Georgia with the Chiefs of the Cherokee Nation
 on the 3rd of May 1783 - also the copy of an agreement
 entered into between the Chiefs of both nations at
 Fort Jackson on the 9th of August 1814. and also the
 copy of a talk delivered by a deputation of Cherokee
 Chiefs to Genl. Pickens & Col. Hawkins Commissioners
 treating with the Creek Nation at Fort Milledge
 on the 8th June 1802 - All of which testimony
 I herewith enclose to you, together with the
 correspondence of which has taken place on the
 occasion - and also a rough sketch of a map
 of the Country sent me by his Excellency Gov. Gilmer
 of Georgia. and also a rough map made by myself

from observations made as I roamed through the Country, believing the Map of Gov. ~~Stanton~~ Ligonier is not as perfect in some parts as the one I have made, though either will answer to explain to you more fully the evidence, to lay ^{it} before you as you need it -

It now remains for me to give you my opinion of what should be the true line between the two nations formerly - In the first place I learn from the evidence as well as from the observations of persons generally who have long been acquainted in that Country, that the two nations, seemed to have kept a common hunting ground, and range, between them of something like fifty miles a little more or less, between their villages, of the two nations, with the exception of some straggling settlements of either nation within that common, but their settlements as the Coosa approached nearer together, I divided out as it extended eastwardly - It and there never had been any truly defined line between them until they made the line from Bagyard root to Wills creek in 1804 and I believe that line is run within the bounds of the open Common ~~which~~ between the two nations which I have spoken of, but I am of opinion that the eastern end of that line

was run below the center of the open Common,
~~perhaps for the accommodation of the Cherokee~~
~~by Gen. J. M. Smith who had become connected with~~
~~the~~

but without pretending to offer an opinion as to the
 propriety of
 Legality of that line. ~~Smith~~ I discover the Chero-
 kees had previously set up their claim to run
 very far south of it, and yielded as they say, a part
 of their Country, to set the line settled as they finally
 run it from Buzzard roost to Miller creek - By the
 evidence offered on the part of Georgia, I can find
 no testimony that can possibly fix the line where
 they have run it, all the evidence in their sup-
 port, is hearsay of individuals, without pretending
 to give up the authority from whence they
 derived their information except the statement of
 Gov. Mitchell giving the substance of a talk de-
 livered to him by the Cherokee Chief Sassa Muck
 by his interpreter Shoe boots, in 1818. there must be
 a mistake in that interpretation, for in 1816 the Cherokee
 laid their claim down to the ten Islands on Coosa, &
 made a treaty with the U. States allowing their claim to
 that point, therefore it is not probable two years
 afterwards one of their principal Chiefs would in
 open Council, contradict what the nation had claimed

and obtained - and it is charged that shoe boots could not speak the English language, so as to ~~interpret~~ the talk alleged to him, see the statement on oath of six persons, on the back of Gov. Mitchell's certificate who know shoe boots, and say that he could not speak English intelligibly -

There is abundance of evidence showing that the Cherokees were in possession of the south bank of the Hiwawha river fifty years ago at the old Hiwawha town, and that they extended their settlements out from that town, as well down as up the river, Turkey town was settled 40 years ago, and the old red bank town upwards of forty years since, and various other villages & settlements were made and occupied on all the waters that run into the Hiwawha, and ~~Boosa~~^{Boosa} ^{river}, above Turkey town 30 & forty years ago, and have ever since been in the constant occupancy of the Cherokees, without any evidence to show the crucks ever set up any claim to any of the waters of those rivers above Turkey town, except the statement of 29-cruck chiefs & Warriors, given to me in 1816, in the absence of the Cherokees, by that statement they ~~admitted~~ said many years since, and during the revolutionary war, they chased the Cherokees land from their old line, the junction of Estanola & Hiwawha, down to Mills

3

except the Statement of 29 Creek Chiefs and warriors, given to me in 1846, in the absence of the Cherokees. By that Statement, they said, many years since and during the Revolutionary War, they leased the Cherokee land, from their old ^{line} junction of Etanawla and Hightower down to Will, Creek, and that the Cherokees had lived on it ever since and had not been reclaimed by the Creeks. At that day I construed their Statement into an admission on the part of the Creeks, that the Cherokees had claim to the Country as low as Will, Creek, and acting as a Commissioner for running out the line of the country ceded by the Treaty at Fort Jackson in 1814, I run a line from Will, Creek, along an old Indian path to Gunter's Ferry on Tennessee River, as being the line between the two nations. That path was then called the Creek path and is yet known by that name.

From the long and quiet possession of the Cherokees to all the waters of the Hightower and Coosa rivers, above Will, Creek and from all the evidence before me, I am bound to believe their claim good to that much of the disputed territory, and from the same evidence, I view their claim on the Chattahoochee good, certainly as low

down as the shallow ford on that river.

I would therefore make the line as follows,

Beginning at the lower shallow ford on Chattahoochee, which is about 15 miles below the Suwannee old town, and run from thence westwardly in a direction to strike the ridge which divides the waters running into Little River, which is a branch of Heightown, from those running into Suwannee Creek, which runs into Chattahoochee about two miles below Buzzard Roost, and running thence with said ridge, westwardly leaving all the waters which run into the Heightown and Coosa rivers to the right, on the Cherokee lands, and all the waters that run southwardly into the Chattahoochee and Tallapoosa rivers, to the left, in the Creek lands, until said ridge intersects the line which has been run & marked between the Creek and Cherokee, from Buzzard Roost to Mill Creek, thence with that line to the Coosa River opposite the mouth of Mill Creek; which said proposed line is represented on the rough map sent you, as made by myself.

I have the honor

to be in, with very great
respect, your obedt servt
Wm Coffey

P. S. The evidence now sent you, is copied
from the originals yet in my possession, but
which I will forward to you by next mail
together with my account for expenses dur-
ing my service in the business
J. C.

Don John Coffee

1829

Cherokee

Boundary betw.

Cher. - ~~the~~ Creeks

Don.

John A. Eaton

Secretary of War

1829
Report of General Coffee
with a map, relating
to the line line between
the Cherokee & Creek.

1829

The Hon. John H. Eaton

Secretary

Copy

1.
Tomb, Alabama,

To The Honble 30 December 1829
John H. Eaton,

Secretary of War. Sir,

Pursuant to your letter of instructions dated the 11th Oct last, directing me "to visit the Cherokee nation and ascertain the true boundary between the Creek and the Cherokees as it existed formerly, from the best testimony that could be had," I entered on that service with as little delay as possible, after the receipt of your instructions, and have now the honor to report, that I have succeeded in obtaining much information on that subject, and although the parties to wit, the State of Georgia claiming under the Creek title, of the Emigrant, and the Cherokee nation of the other part, seem sanguine as to the preference of their respective claims, each over the other, yet the evidence is not so clear, as I could wish, to establish either to the full extent claimed.

On my arrival at the Cherokee agency on the 25th of Oct last, I was informed by the U. States agent, Col. C. Montgomery, that within the Governor

of Georgia, nor the Chiefs of the Cherokee nation
 had furnished him, with any information on
 the subject, nor had either left any with him
 for me, except, that he had in his office, a
 Treaty of boundary entered into between the United States
 and Cherokees on the 11th December 1821, a copy
 of which he furnished me with. I immediately
 dispatched a letter by express to the Governor of Georgia
 and also a letter to John Ross Principal Chief
 of the Cherokee nation, informing them of my
 arrival at the agency, and requesting them to
 furnish me with the evidence of their respective
 claims, intending in the mean time, while
 waiting for a return answer to my letters, to amuse
 myself amongst the Cherokee emigrants,
 who were then encamped near the agency, to
 the amount of about 300, as I was informed,
 in the hope that I could get some satisfactory
 information from the old men of that party,
 some of whom had resided many years on
 the land now in dispute between the Cherokees
 and Georgia, I visited several of them, but found
 them opposed to make any written statement,
 but some of them gave me verbal statements.
 I had waited until the tenth day after my
 arrival, and not having received any communica-
 tion from the Chiefs of the nation, I determined
 to visit and examine the disputed country, and for

that purpose, I left the agency on the 11th
 of December, and traveled the road towards Georgia
 and to the Savannah old town, on the Chatta-
 hoochee River, which is the upper point on that
 River, claimed by the State of Georgia, but previous
 to my reaching that place, I met my express sent
 to the Executive of Georgia, with his reply to
 my letter, accompanied by the testimony on
 which he rests the claim of his State, with the
 exception of three witnesses, which had been
 mentioned to him as being material in support
 of his claim; they were Jack Wright, Mufsy
 Logan, (a Cherokee Indian) and George W.
 Freeman, all living near the line of the dis-
 puted territory, with his request, that I would
 see them, and take their testimony - I sent
 an express after Mufsy Logan, and he was
 gone from home and could not be found.
 I went myself to the house of George W. Freeman
 and was informed by his family, that he was
 gone to some of the adjoining counties in Georgia
 and would not be at home for several days, I
 then went to the house of Jack Wright, and
 found him at home and procured his evidence
 in two separate statements upon oath. Having
 obtained the evidence on which the Executive of
 Georgia rests his claim, it only remained for

me to examine the country in detail and collect
 such testimony as I could find in passing through
 the country, on the part of the Cherokees, always
 charging the witness to be careful and make a
 fair and impartial statement, and when a
 legal officer could be procured who was authorized
 to administer an oath, the witnesses were sworn
 to the correctness of their statements. Then in
 pursuance of my plan, I examined some
 white men on oath, to wit, John Rogers,
 and William Mathews who lived on the
 West of Chattahoochee, and Daniel Clower and
 George G. Weatherspoon, on the East side of the
 river, in the State of Georgia. I proceeded
 westwardly and down the Hightown river
 on the south-east side, passing many of the old
 improvements, which have the appearance of having
 been long settled by the Cherokees, as I was
 informed. At the old Hightown town I
 crossed over the river and passed down, in
 the forks of Hightown and Etowah rivers,
 which form a junction, which makes the Coosa
 river. Here is the residence of John Ross the
 principal chief of the nation. On my passage
 through the country, I called on sundry old
 men, who had been long residents in the nation
 and procured their testimony. I met some old

2.
 white men travellers, citizens of Georgia, who also gave me some evidence, all of which was taken by myself in the absence of both parties interested - At the residence of John Ross the principal chief of the Cherokee nation, met me, with a number of old men, both white men and indians, who gave testimony on the subject of the disputed country; and in addition to the evidence thus furnished, the principal chief, John Ross, presented me with the Cherokee Phoenix of the 11th November last, a newspaper, containing his communication to Geo. Montgomery U. States agent, and a number of extracts, from official documents, supporting the boundary line, and in support of his claim - he also furnished me with a copy of a treaty held by the State of Georgia with the chiefs of the Cherokee nation on the 31st May 1783, also the copy of an agreement entered into between the chiefs of both nations at Fort Jackson on the 9th August 1814, and also the copy of a talk delivered by a delegation of Cherokee chiefs, to Gen. Pickens and Co. Hawkins Commissioners treating with the Creek Nation at Fort Wilkinson on the 8th June 1802. All of which testimony I herewith enclose

to you, together with the correspondence which has taken place on the occasion; and also, a rough sketch of a map of the country sent me by his Excellency Gov. Gilmore of Georgia - and also a rough map made by myself from observations made as I passed through the country; believing the map of Gov. Gilmore is not as perfect in some parts as the one I have made, though either will answer to explain to you more fully the evidence, to lay it before you, as you had it.

It now remains for me to give you my opinion of what should be the true line between the two nations formerly. In the first place I learn from the evidence, as well as, from the observation of persons generally, who have long been acquainted in that country, that the two nations, seemed to have kept a common hunting ground and range between them, of something like fifty miles, a little more or less, between their villages, of the two nations, with the exception of some straggling settlements of either nation within that common; but their settlements on the Coosa approached nearer together, and widened out as they extended eastwardly, and then never had been any

truly defined line between them until they made
 the line from Buzzard Roost to Will, Clark in
 1821, and I believe that line is run within the
 bounds of the open common between the two
 nations, which I have spoken of, but I am opin-
 ion that the eastern end of that line was run
 know the center of the open common, but
 without pretending to offer an opinion as to the
 propriety ^{or legality} of that line. I discern the Cherokees
 had previously set up their claim to run very
 far south of it, and yielded as they say, a
 part of their country, to get the true line settled
 as they finally run it from Buzzard Roost, to
 Will, Clark. By the evidence offered on the
 part of Georgia, I can find no testimony that
 can possibly fix the line when they have run
 it; all the evidence in their support, is hear-
 say of individuals without pretending to give
 up the authority from whence they derive
 their information, except the statement of
 Gov. Mitchell giving the substance of a
 talk delivered to him by the Cherokee Chief
 Low-ash, by his interpreter Shoe boot,
 in 1818. There must be a mistake in that
 interpretation, for in 1816, the Cherokees laid their
 claim down to the ten Islands on Coosa, and made

a treaty with the U. States, allowing them claim to that point; therefore it is not probable two years afterwards, one of their principal chiefs, would in open council, contradict what the nation had claimed and staked, and it is charged that Sho-bob could not speak the English language, so as to interpret the talk alluded to him, in the statement on oath of six persons, on the bank of Gov. Mitchell, Certificate who know Sho-bob, and say that he could not speak English intelligibly. There is abundance

of evidence showing that the Cherokees were in possession of the South bank of Hightown River, fifty years ago, at the old Hightown town, and that they extended their settlement, out from that town, as well down as up the river. Turkey town was settled 40 years ago and the old Red bank town upwards of 40 years since, and various other villages, and settlements were made and occupied on all the waters that run into the Hightown and Coon rivers, above Turkey town 30 or 40 years ago, and have ever since been in the constant occupancy of the Cherokees, without any evidence to show the Craks, can set up any claim to any of the waters of those rivers, above Turkey town.

Creek, and that the Cherokees³ had lived on it ever since
 and had not been reclaimed by the Creeks. at that day
 I construed their statement, into an admission on the
 part of the Creeks that the Cherokees had claim to the
 country as low as Mills creek, and acting as a surveyor
 for running out the lines of the country ceded by the
 treaty of Fort Jackson in 1814. I run a line from
 Mills creek, along an old Indian path to Gunter's
 ferry on Tennessee river, as being the line between
 the two nations, that path was then called the
 creek path, and is yet known by that name.

From the long ~~for~~ and quiet possession of the
 Cherokees to all the waters of Northward and Coosa
 rivers, ^{above Mills creek} and from all the evidence before me I am
 bound to believe their claim good to that much
 of the disputed territory, and from the same evidence
 I view their claim on the Chattahoochee good
 certainly as low down as the shallow ford on
 that river. I would therefore make the line
 as follows. Beginning at the ^{lower} shallow ford on
 Chattahoochee, which is about 15 miles below the
 Savannah old ~~town~~ town, and run from thence west-
 -wardly in a direction to strike the ridge which
 divides the waters running into ^{which is a branch of Northward,} Little river, from
 those running into Sweet water creek, which runs into
 Chattahoochee about two miles below Dargy and road.

and running thence with ~~the~~ said ridge westward by leaving all the waters which run into the Hightower and Coosa rivers to the right, on the Cherokee lands, and all the waters that run southwardly into the Chattoohuchy, and Tallapoosa rivers, to the left, in the Creek lands, untill said ridge intersects the line which has been run and marked between ~~the~~ Creeks and Cherokees from Buzzard Roost to Mills Creek, thence with that line to the corner opposite the mouth of Mill Creek

which said proposed line is represented on the rough map sent you, as made by myself

I have the ~~the~~ honor to be
 Sir, with very great
 respects, Your Abt. Servt.
 G. L. Loper

2- 30th Decr 1829 1-

Remarks on the testimony taken of the
disputed Country, between the State of Georgia
claiming under the title of the Creek Nation, and
the Cherokee nation, claiming under their own
title —

The names of persons who gave
evidence, and furnished by the Gov. of Georgia —

James Gibbert.

Robert Venable.

Isaac Williams.

Elisha Winn.

James M. C. Montgomery.

George M. Gresham.

Jacob R. Brooks.

I have no information
on the subject of the credi-
bility of those witnesses —
The Gov. is silent on the
subject —

William B. Wofford, was a member of the Legisla-
ture of Georgia, and I understand he is the person who
informed the legislature that he could establish the
claim if they would institute an enquiry for testimony.
The Gov. refers Col. Wabers to him — he is from a frontier
County of the State, and is said to be clamorous against
the Cherokees, his letter shows his feelings —

Ezekiah Luckie — no information of Character —

Col. Samuel A. Wales, the Commissioner appointed by the Governor of Georgia to collect evidence of the claim of the State to the land in dispute &c.

When I arrived first at the Agency on the 25th of November, I called on Col. Montgomery for information on the subject of my mission — he informed me, that there was a gentleman there from Georgia Col. Wales, who he supposed was sent there by the Gov. of Georgia, on that business, but observed he was in an adjoining house, and he would send for him, he accordingly sent, and in a few minutes Col. Wales entered the office, and was introduced to me by Col. Montgomery — I asked Col. Wales if he was instructed by the Gov. of Georgia to attend to the business on his part, and to communicate with me on the subject, he answered me, that he had no instructions whatever from the Gov. of Georgia on the subject of that business — I then asked Col. Montgomery in his presence if he could procure some person who was acquainted in the Country, to hire a confidential person, to go express to Milledgeville with a letter to the Gov. he immediately directed his interpreter Miller, who was present, to go out and hire ^{get}

— Some suitable person, Miller went out, and in a few
minutes returned into the office, with a young man by
the name of James Walker, who the ^{agent} ~~man~~, said was a
confidential man and one that would answer my pur-
pose. I immediately and in the presence of Co. Montgomery
and Co. Wales employed Mr. Walker to start next
morning early. The distance was said to be upwards
of two hundred miles, he agreed to go, and return to
me in ten days or sooner if possible, for which I was
to pay him twenty five dollars as his full compensa-
tion, for his services & expenses &c. This was told in the
evening. I retired to my lodgings at Mr. Lewis Rogers
distant from the Agency office about two hundred rods,
and addressed a letter to his Excellency Gov. Gilmore
informing him of my arrival, and asking from him
an answer &c. When I came down from my room
or about this time, I recd. a note from Co. Wales, in
which he announced himself Georgia's Representative
asking me for certain information, & requesting me
to detain my express—You may readily imagine
my surprise on the recd. of such an avowal, and
that too so soon after his express declaration to me
that he had no instructions whatever on the subject from
the Gov. of Georgia. I answered his note, and he replied
by way of explanation and apology, all of which correspon-
dence

I herewith send you, that you may see the course pursued by the agents of Georgia in collecting their evidence, when I first met his explanation for his singular conduct. I thought it probable he felt timid among the Indians, & which was the reason of his not avowing himself when I first spoke to him, but that opinion was entirely removed when I applied to several of the emigrants for statements, and they positively refused to give them, saying they also were afraid of making enemies by so doing; when I afterwards learned that these same persons had secretly given written statements to Col. Maber, under the greatest injunctions of secrecy. I then went to Col. Montgomery and informed him what I had heard, and asked him if he knew any thing about it, he replied he did, that I had been truly informed, that the persons alluded to, and Col. Maber, came to him with the statements already made out and signed, and he witnessed them as agent, but said that he did not know their contents - thus by accident, I learned what I ought to have been informed of, both by Col. Maber, and Col. Montgomery, by the former that I might have been present at the taking down the evidence and see that nothing was unfair, and ^{by} the latter as the agent of the U. States who had been instructed to give me all the aid in his power to obtain correct information of the true line, presuming ~~it~~

would be disposed to do equal Justice to the one party as to the other - thus finding I had no hopes of getting information at the Agency from either source, and the Chiefs not meeting me as early as they ought to have done, I at once determined to leave there, and travel through the nation and get what information I could find amongst the people. I accordingly addressed a letter to Col. Montgomery informing him of my determination, and my intended route &c. a copy of which letter is also herewith enclosed. Col. Wales in his last letter informed me that himself and Charles Gale Esq. had been sent by the Gov. of Georgia to procure information &c. that he had testimony in his possession of much importance, and that more would be procured on the frontier of Georgia - that if my express went on to Milledgeville he should feel it his duty to furnish me with ^{the} testimony then in his possession &c. my express did so on, ^{but I did not receive the testimony promised} and Col. Wales wrote a letter by him to Gov. Gilmore, and the Gov. answered his letter by my express. Mr. Walker, the express, showed me the letter and proposed for me to take it, thinking I might possibly see Col. Wales before he would receive the letter, but I declined taking charge of it notwithstanding the probability that Col. Wales informed the Gov. of what had taken place between him

and myself, in their correspondence, by my express-
 1871 the Govt, has never intimated to me that he
 had an agent out in search of testimony, nor that
 he had any further evidence to offer than that which
 he sent me - Geo. W. W. left the agency before I did, and
 I heard of his arrival at Milledgeville, and report
 said he had collected much testimony in favour of
 Georgia's claim, but I was not so fortunate as to see
 it, or hear from him again after he left the agency, but
 on seeing a man who was going direct to the residence
 of Charles Gates, I addressed him alive, and invited
 him to furnish me with any information in his
 possession, a copy of which letter is also annexed. hence

Hugh W. Ector - I have no information of -

D. B. Mitchell, agent for S. O. I understand, is the
 person of Govt. Mitchell, late U. States agt.
in the Creek nation -

The foregoing includes all the testimony furnished
 by the State of Georgia, with an account of the conduct
 of her representative on that business -

The following persons gave evidence to myself
in the absence of both parties interested - to wit -

1 George Sanders, a half breed Cherokee - This man
has a good character for honesty and truth,
but the interest of his nation, may have
biased his mind & recollection, but it is not
believed he would state willfully wrong -

2 James Daniel, a half breed Cherokee, late one of the
Judges of the Cherokee Courts - a man of
good character in the nation -

3 James A. Kidd, a white man, citizen of Georgia
found travelling in the nation, and having
been informed he had been a trader with
the Indians, I called on him for a statement -
he is poor & seems to have no interest to
serve, by swearing his statement - his
character is not very fair as far as told -

4 John Rogers, white man, married to a Cherokee
wife, he is a man of excellent character,
for truth, honesty, and purity - and I have
great confidence in his statement -

5 Daniel Blower, an old citizen of Georgia, and a fine
good old man, such is his character -

William Mathews, a white man, with a white
 6 family, but living in the nation as a
 Millwright - is said to be an honest
 man of good character —

George G. Weatherspoon, a Methodist preacher
 7 lives in Georgia - called a pious good man

John Wright - this is the man that the Gov.
 8 of Georgia referred me to, by the name
 of Jack Right - he is a white man
 married to a Cherokee wife, and I think
 the oldest resident on the disputed lands
 who can give any account of the Country -
 he is an illiterate man, but has a good
 name for truth and honesty - several of his
 children have emigrated for Arkansas -
 I have much confidence in his statements -
 and I think they go further in support of the
 Cherokee claim than any one with whom I conversed.

George Stitt - a half breed Cherokee, of honest
 9 name, I think his statement may be
 relied on - he seems to have a good memory
 which is not uncommon with Indians
 who have no other record than memory —

3

10 The Rising Fawn - a full blood Cherokee, very old,
and very simple, no doubt he spoke
what he thought right -

- 11 Tarchoke, a full blood Indian - { All Indians
12 Charley Moore, a half bred Cherokee { of no particular
13 John Gerwick a half bred Cherokee { character -
-

14 Waller Cato, a full blood Cherokee - a very
intelligent Indian, but he seemed
to be grieved too much from feelings
and interest, he overated the Cherokee
claim, more than any one I examined -

15 James Buchanan, a lecturer of Georgia, I found
him traveling in the nation, & seeing he was
a very old man, I enquired if he knew any thing
of the old line between the two nations,
when he made the statement - I don't know
his character, but he has the appearance of a
decent old man -

16 Thomas Pettit - a half bred Cherokee, an intelligent
man, of good character - seemed to be candid
in his statement, and I think endeavored to make
it fairly and agreeably to his information & recollection
but all hearsay evidence is liable to differ & err -

17 Walter Adair - about one fourth Cherokee, one of the Judges of the Cherokee Courts, has an education, an intelligent man of good name in his country. —

18 Thomas Lawdroy. A white man, married to a Cherokee wife, he has not been a steady man, rather dissipated, but I did not hear of any other charge against him but that of drinking too freely. I believe his statement was fairly made agreeably to his information and recollection —

19 Dick Rowe - about one fourth Cherokee, who made me a verbal statement, has heretofore been a man of good character, but of late he has been embarrassed in his circumstances & may have been induced to deviate from the truth, but I find his statement & Lawdroy's agree —

20 The statement of Nat Corey, made to me in the year 1816. of information he rec'd from Dick Rowe, corresponds with Rowe's statement to me at this day —

21 The statement of J. G. Lewis made to me in 1816. in the absence of the Cherokees. I think old Lewis told the truth as far as he knew, but I have thought the line he made for them to Wills Creek was intended by the Creek nation as the true line —

This ends all the testimony taken by myself
in the absence of both parties in interest —

The following names are persons presented to me by
the Chiefs, as old men of intelligence possessing some
knowledge of their ancient lines, and examined by me
in the presence of each other, and of the Chiefs, their statements
written down by myself —

22 Daniel Raps, a white man, this is the old Mr. Raps
who lived many years, at the upper end
of the Lookal Mountain, married a Cherokee
wife, an intelligent woman. Came early to
the country, and traded many years with the
Indians — he is well known to travelers —

23 David M. Nair, a white man, married to a
Cherokee wife (the daughter of James Vann) he
is the best farmer I saw in the country, and a
very decent man, has a good character, he went
to the nation about the year 1800, as a Carpenter —

24 Clem Vann, a white man, married to a Cherokee
wife, his character ^{has} not been very good, he was under
the influence of James Vann, and I have no doubt but Vann did
persuade the line he mentions, & possibly the creek, may not have ap-
proved it, but there is great doubt, if it was agreed on in Council. The
line he speaks of crosses the line they formerly made —

Chaleowah, a full blood Cherokee, an old chief of
 25- good standing in his nation, an intelligent Indian.
 He is the principal Cherokee chief who attended the
 Creek treaty in Georgia at Fort Milledgeville, ^{in 1802} at the
 time the Commissioners wrote to the Secy of War
 about the Creek chiefs refusing to accompany the
 surveyors further than the Currahee mountain. His
 statement now does not correspond with the re-
 port that himself and his other companions made to his
 people on their return to the nation, at the time - see the
 statement of Thos. Pettit, Dick Rowe, & others who heard
 that subject spoken of at that day - Scotts Hole is 20 miles
 below the high shoals of Apalachy -

Hoya Ridge, a full blood Cherokee, one of the present
 26- principal chiefs of the nation is well known
 at Washington City - his statement goes to show
 the foresight of the Cherokees at the close of the
 late Creek war, that the Cherokees met and
 appointed himself & Dick Brown, (perhaps two
 of the most intelligent men of their nation at
 that day) to say how far they should set up their
 claim - they done so, and from his statement we
 see that they claimed a large portion of the County
 which has always been known to be Creek lands
 and inhabited by them - but by claiming they far
 and attempted (conceding as they say) yielding up that they
 then get all they were entitled to, and perhaps more -

4

27 Flute, or Old Turkey - one of the Cherokee delegation who went to the Creek treaty in Georgia in 1802. he differs from Chulcowed, in the point on Chattoohy. Turkey says the line was to cross the river at the mouth of Sweet water creek, which is two miles below Sandtown, where the other said it was to cross - I fear these old men have been influenced by popular opinion of the present day in the nation, for all the information I could get, the impression was made at the time, that the High Shoals of Appalachy was to be the point of Beginning, and to run from there with the old Hightower path, by the Stone mountain to Chattoohy -

28 Chickasawtoe, a full blood Cherokee, the oldest looking man I saw and examined in the nation. he seems to have retained his mind and intellect very well, and on cross examining him I found him to understand his story correctly - but seeing that all the old men who were brought forward at the same time by the chiefs, and examined in presence of all, tell the same story about their Beginning at the lower big falls of Appalachy, 20 miles or more below the High Shoals, induces a belief that their minds had become warped by hearing the story told over often in their presence -

- 29 Thomas Woodard - } Those men are all
 30 Walkingstick - } Chukchees, of good standing
 31 Going Snake & others } in the nation, most of
 them are Chiefs, but

I did not learn any particular cir-
 - cumstances, or Character, their Statements
 are generally reports and impressions
 without any particular steps to be
 placed on them &c

J. L. Coffee

John Coffey
Private Remarks
on the testimony &c.

3 enclosures

(Copy) Nashville 3^d Nov^r 1829

Sir I come to this place a few days since on business where I have rec^d instructions from the Secretary of War. directing me to proceed to the Cherokee Nation and collect such testimony as I may be able to obtain relative to the boundary line between the lands of the Creek nation and those of the Cherokee. and to forward the same to the Gov^t to enable them to determine with more certainty on the true line between those nations. wherein the State of Georgia has of late become interested, and between whom and the Cherokee there exists a difference of opinion, and a clashing of interest. I have undertaken to perform that duty, and for that purpose I expect to leave my residence near Florence in Alabama on the 16th Inst. and proceed direct to the Cherokee Agency in that nation and may reasonably expect to reach that place about the 22^d Inst. and as I presume

you feel interested on this subject. on the part of
 the state of Georgia. and may have obtained
 much information relative thereto. may I
 ask the favour of you to furnish me with what
 ever may be in your possession, which may
 throw light on the subject, and to forward the
 same so as to meet me at the Cherokee Agency
 as soon after my arrival there as may be most
 convenient to you. as it is desirable that
 I should collect the information sought for
 as soon as possible and report the same

I have the honor to be
 with very great respect
 Sir your Obedt Serv^t.

J. H. Coffee

His Excellency
 Gen^l Forsyth

(Copy)

Executive Department
30th Novem. 1829

Sir

Your letter of the 3^d Instant addressed to Gov^r Forsyth has been received - according to the request contained in that letter I send you a copy of the report of Col^o Wales the Commissioner appointed by the Executive of Georgia to take testimony in relation to the line which formerly divided the Creek from the Cherokee tribe of Indians, together with a copy of the testimony taken by him - You will perceive that most of that testimony is derived from Citizens, who had resided for a long time in the immediate vicinity of the disputed line, and derived their knowledge from frequent intercourse with the people of the Cherokee tribe and white men intermarried with them. It was not to be expected that the agent of the State would be able to procure evidence of a very precise nature - he was not directed to take the testimony of Indians, and it is understood that there was no written agreement between the Cherokee & Creeks as to the disputed line until 1821 - In addition to the testimony taken by Col^o Wales, I send you the affidavit of Major Ector and the copy of a letter from Eli McConnell & Richard Wilson - You are requested to take the examinations of the persons referred to in that letter. I discover that in the instructions given you by the War Department, your attention is particularly directed to the ascertainment of the dividing line between the Creek & Cherokee in 1802 - In doing so I have but little doubt that you will find that all the claims which the Cherokee now have to the

the land which the State of Georgia supposes to have belonged to the Creek has originated since that time. For a long time previous to 1814 the two tribes had been at peace with each other - many intermarriages had taken place in the part of the country where the possessions of the tribes bordered upon each other and particularly in that part which is now disputed - so that Genl William McIntosh was at one time a principal chief of the lower Cherokees, and perhaps to this latter circumstance is to be attributed the convention of 1821 between the two tribes, it having been made by his influence. Another circumstance has contributed greatly to alter the possessions of the two tribes since 1802 - many of their principal men have since that time become large stockholders - their markets have been to the South of them, the Creek at Pensacola, Mobile, Fort Hankin, &c. the Cherokees at Augusta, Savannah &c. It is probable that each tribe has been disposed to advance to the South both to get nearer their markets and have the benefit of a milder winter climate for their Cattle - In 1802 very few of either tribe prepared food for the use of their Cattle in the winter, but relied entirely upon the natural productions of the earth. These productions increase as you advance to the South. The Northern part of the territory claimed by the Creek tribe had previous to 1821 become very unimportant to them & very valuable to the Cherokees - By an examination of the letter of Genl Jackson to the Secretary of War 4th of June 1816 you will discover that the Cherokees were then and had been for some time in possession of the disputed territory, but according to the statement of the Creek as a war - It is said that since that time that the Cherokees
 won

won this loaned territory of the Creeks. I have just had placed in my possession the substance of a talk held between the Creeks & Cherokee in 1818 a copy of which I send you - it confirms what we have always understood to have taken place between the two tribes - The Cherokee when first known to us occupied the head waters of the Tennessee and bordering upon Virginia and North & South Carolina - They have since that time been gradually progressing to the South and were permitted by the Creeks to occupy the lands on the head waters of the Coosa & Chattahoochee. I am aware that you are familiar with Cherokee history and the nature of their claim of that tribe to the country which is now in dispute between them and Georgia. We cannot but hope that the result of your Commission will be to satisfy the United States Government of our right to the immediate possession of the territory which Georgia claims as a part of that which formerly belonged to the Creeks.

I am Sir with high consideration &
Respect

J^r ot. Serv.
George R. Gilmer

Genl John Coffee

U. S. Comm^r. Calhoun

The original of this letter with the documents thereon referred to were forwarded by the last mail

1829

Synopsis of the Evidence
accompanying Gov. Gilmer's
letter of 29. Decemr. 1829, in
relation to the true true be-
tween the Cherokee, & Ga.
and what Evidence is re-
ferred to in a letter from
Gov. Gilmer to the Secy
of War of 18. Sept. 1830



and Cherokees, the said trace was always considered to be the dividing line between the two tribes - Deponent further says, that the Cherokees did not contend that the line was lower down, until the said line from Buzzard Roost was run -

Hugh W. Ector - States that Genl. Wm. M. Vintock informed him just before the treaty of 1825 at the Indian Springs that there was a strip of country about 30 miles in width then in possession of the Cherokee nation that did belong to the Creek nation, and that it was in dispute some years and was compromised by a ball play in favor of the Cherokee nation -

Rain Crow - States that about the close of the Revolutionary war his father for fear of the whites, fled from Seneca across the Hightower river - that he was at that time a small boy, & did not travel much over the country, but heard of no Cherokees on the South side of said river - but a number of Creeks, &c. - When he was grown found a village of Cherokees, at Hickory Log on the North side, but knows of none that were on the South side of said river, until after a meeting of the Creek & Cherokee warriors, ~~at which~~ he was present, for the purpose of going to war with the whites, or Tennessee - before they (the Cherokees) left, the Creek warriors agreed

Will's creek ~~between~~, from friendship &c. but that it was not the true dividing line between the two tribes. Deponent has lived on the land in dispute for about 30 years. —

Robert Rogers — Has lived in the Cherokee Nation ever since 1803. — at that time and until the line from Buzzard Roost was run, it was understood by all parties, that the dividing line between the Creeks & Cherokees, was a line running from Suwannee on the Chattahoochee to the Sipas, or the Etowah — thence down the Etowah to the head of Coosa river — thence with an old Creek trail to what is now Alabama on the west side of the Coosa. Deponent further says, that he was told by a Cherokee Chief named, Fool, who at the time of the Creek War lived at the junction of the Etowah and Etanahlah rivers, that ~~the~~ land belongs to the Creeks. — He further says, that not long after the line from Buzzard Roost to Will's creek was run, he moved and settled near said line on the north side of it. — That before he moved, Path Killer, (at that time the principal Chief of the Cherokee nation) told him not to move there for that the land belonged to the Creeks. —

Moses Albrity — Says he has lived in the Cherokee Nation about 30 years — that he has lived immediately on an old trace running from Suwannee Old Town on the Chattahoochee to the Red Bank on the Etowah river for about 20 years. — that before the line from the Buzzard Roost to the mouth of Will's Creek was run & established by the Creeks

mouth on the Stowak - thence down the Stowak - and that he hears it said and admitted by many Cherokees, that the land south of said line belonged to the Creek Nation - Deponent swears he has been acquainted with the affairs of the Cherokee nation for 20 years, and firmly believes that the land between the Chhattahoochie and Stowak rivers, and south of the line recently run by Georgia, belongs to the Cherokee nation - Deponent further says, that ^{some years ago} a boat load of whiskey, belonging to white men was taken from them some distance up the Coosa river from the Mouth of Mills' Creek - that application was made to the Cherokee nation for payment, but was refused on the ground that the offence was committed in Creek territory. The Creek nation has since paid it.

Richard Row - Swears that at the close of the Revolutionary war he became acquainted ~~in~~ the Country between the Stowak and Chhattahoochie rivers, and at that time the Country was settled by the Creeks. & they have ever since claimed it as belonging to their nation - Has heard many of the Cherokees admit that the land on the South side of Stowak river belonged to the Creeks - all the Creeks & water courses there have Creek names - and from all he knows & has heard solemnly believes the land of right belongs to the Creek nation - Deponent further says, that he has heard Genl Wm M. Futrell say that he permitted the line to be run from Buzzard Roost to the mouth of

Synopsis of the depositions submitted with the letter of Gov. Gilmer, of 29. Decemr. 1829, to the Department of War, in relation to the Boundary line between the Cherokee & Creek Indians.

Nathl. Wofford - Has been acquainted with the country in dispute between Georgia & the Cherokees for more than 20 years - Has uniformly heard the Cherokees say that the land on the S² East side of Etowah river, belongs to the Creeks, - John Muck, one of the chiefs of the Cherokee nation told him so - Further says, since the line from Buzzard Roost to the mouth of Will's creek, runs, he has heard the Cherokees say they ought to be friendly to Mr. Gist for he had given them the land North of said line, &c. and further, that, while the line was running in May last, by Georgia, from Suwannee on the Chattahoochee across to the Etowah river, he heard several Cherokees say that their Nation need make no noise about it, for that was the true dividing line between the Cherokees & Creeks.

Alexr. Sanders - Swears that about the close of the revolutionary war, his father settled at Etowah town on Etowah river, - at that time there were no Cherokees settled on the South side of the Etowah, - it was inhabited entirely by Creeks, - After the war the Cherokees began to move over and settle with the Creeks - Further says, that Creeks always claimed & contended that the dividing line between the two tribes, on the West side of the Chattahoochee, was a line running from Suwannee old town across to the head of Little river, thence with said river to its

that if the whites should drive them (the Cherokees) from their towns, they might go and settle on their lands on the south side of Hightower, where they would be out of their reach, and shortly afterwards the Cherokees began to settle on said lands, and to claim them as given by the Creeks - and this he believes to be the origin to the Cherokee claim to said lands - but he states positively that the Creeks did not agree to give them the lands, but only if they were driven by the whites, they might settle on them &c.

Sour Mush' Statement - given by D. B. Mitchell,
(Cherokee Chief) formerly Creek agent.

Made at a Council held
at Thla-cotahka, June
31st 1878.

The substance of
what is - That the Cherokees, settled in the
Creek country by permission of the Creeks,
and that at the time the Creeks owned all
the land up to the head of Coosa river &
all the waters of the Coosa. That the
Tennessee was the Cherokee river
& their land joined on the dividing ridge -
--- in former times, on the Thla-cotahka
the Cherokees as low down as a river
which empties into it - called the Choley
River - since then they were told ^{by the Bow-law King} they
might live as low down as the
Currahee mountain. But that there

Some men now claim as low down
as the Hog Mountain, altho they had
no claim to it--

Evidence furnished by the
Governor of Georgia

Correspondence of
between the Bureau
and St. Paul on
the subject of the line
between the Creeks
and Cherokee.

Com. State Rep. 1829

Carroll

To be printed

(Copy)

Executive Department Georgia
Milledgeville December 23, 1828.

Sir

I enclose a resolution of the Legislature and the Report made by one of its Committees relative to the Boundary line between the Creeks and Cherokees for the purpose of providing all the testimony relative to the subject which can be collected in your neighbourhood. Col. Wofford on whose statement the General Assembly acted has promised to furnish you with the names of the persons who can give testimony respecting it and to give every aid in his power in procuring their Evidence.

You will be particularly careful to have every thing stated on oath, that the statements given shall be as clear and minute as practicable; and the whole returned to this Department immediately. The expenses incurred will be paid by the State and your personal services also compensated.

I am Sir, your Obedt Servant
Col. Sam. A. Wales, John Forsyth

Milledgeville 28th January 1827

Sir

I herewith communicate all the testimony I have been able to collect in relation to the boundary line between the Creeks and Cherokees as understood by those Tribes prior to the year 1821. By the Treaty of 1813 with the Creeks, the President was authorized to have a line run to designate the boundary of Land ceded by said Treaty - and the Hon^{ble} Wilson Lumpkin who was appointed for that purpose run a line from a Locust Tree on the west side of the Chatahoochee, and some distance from the River, to the High Shoals of the Appalachee River. (By the Treaty of 1817 the Cherokees ceded land on the East side of the Chatahoochee north of this line, and by the Treaty of 1813 the Creeks ceded land on the East side of the Chatahoochee south of it - The conclusion therefore is a rational one apart, from any testimony on the subject, that the Dividing line between the Two Tribes crossed the Chatahoochee River at Suwannea old Town. The western point of Boundary
between

between the two Tribes as provided by the Treaties, and admitted by both Tribes is the mouth of Will's Creek on the Coosa River. The line of Division then between the two Tribes, subsequent to the Treaties of 1817 with the Cherokees and of 1818 with the Creeks and prior to the year 1821, was a line the Eastern end of which was Suwanua old Town on the Chattahoochee River, and the Western end the mouth of Will's Creek on the Coosa River.

By the Testimony of James Gilbert Robt Venable, Isham Williams & Elisha Winn it appears that the line from Suwanua old Town run on to the Nightower River in the neighbourhood of the Sixas old Town. and by the testimony of Major Brooks, from thence down the River to the mouth of Will's Creek - the testimony of Major Montgomery, George M. Fresham and also that of Major Brooks, proves that the Land on the south side of this line and on the north side of the line run by the two Tribes in 1821 was Creek Land. The conclusion then is irresistible that the Dividing line between the

the two Tribes prior to the year 1821 was a line commencing at Suwanua old Town on the Chattahoochee river and running to the Sixas old Town on the Hightower, thence down the said River to the Mouth of Wills Creek. It is a general report in the neighbourhood of Suwanua old Town and the Buzzard Roost that the line run by the two Tribes in 1821 was in consequence of an arrangement or agreement between them to which the Government of the United States was not a party — The agreement therefore by which this line was established according to its Constitution and its laws is not binding upon the United States. And by the Treaty of 1827 the Creeks having ceded all the land in their occupancy within the Chartered limits of Georgia, to the United States for the use of Georgia, it follows undeniably that the land south of the line running from Suwanua old Town on the Chattahoochee River, to the Sixas old Town on the Hightower River, thence down said River to the Alabama line, and now in possession of the Cherokees is the legal right of Georgia.

His Excellency

John Forsyth

mult. uell

Yours obt. Servt.

Samuel A. Wales

Account of the Settlement of the Cherokee in the neighborhood of the Creek as stated in a Council held at Oklawaha June 11. 1818. Chief Mowbray and Shoe But his Interpreters Cherokee both of whom were present at the first Council between the nations.

The Whites saw them from where they formerly lived to Auburn a Town in the upper Creek Country when the Creek told them to live in that Country and raise their children. That the Chiefs now present were there at the first Talk in peaceful times before the Whites and Cherokee had any fighting. The Creek owned all the land up to the head of Horse River and all the Waters of the Horse. That the Tennessee was the Cherokee River and this land joined on the Dividing Ridge. In former times on the Chattochoke the Cherokee claimed or saw down a River which emptied into it called Chokey River, since then they were told by the Choctaw King

*that they might live as low down as the Curryhe Mountain, but that their young men now claim as low down as the Hog Mountain altho they have no claims to it.

The foregoing is the substance of a Talk delivered by the old Cherokee Chief Sawmash, in the presence of a Deputation of Cherokee Chiefs of whom he was at the head, and interpreted by the old chief Shoe Boots at a public meeting of the Creeks in my presence and addressed to me on the day and at the place before stated.

, Signed, D D Mitchell
Agent for I. A.

Head of Coosa, 21st Dec. 1829

We the undersigned do hereby Certify that we were well acquainted with the Cherokee Indian Shoe Boots, who has been alluded to in the annexed Certificate of Govt. Agents, we pronounce him to have been entirely incapable of interpreting the Cherokee language into the English. we knew that he could not speak the English language so as to be understood, more than a few scattering words. Shoe Boots has been dead some years —

Done to & subscribed before
me, this 21st Dec. 1829

John Ridge Clerk
Nat. Court
Chickasaw Nation.

David McNaie
Clement Vann

David Vann
Elias Boudinot
Elijah Hicks
William Rogers

(Copy)

Georgia { James Gilbert being sworn saith
 Sumner's bounty } that he has lived at the upper part
 of Suwanua old Town on the Chattahoochee River
 since the year Eighteen hundred and ~~twenty~~
 nineteen, at that time he understood the dividing
 line between the Creek and Cherokee tribes of
 Indians was a trail called the Hightower path,
 crossing the River at Suwanua old Town, and running
 on to the Hightower River - And that this trail
 was understood by all to be the line that divided
 the two Tribes until there was another line made
 Commencing, as this deponent is informed at a point
 on the Chattahoochee River some distance below Su-
 wanua old Town called the Buzzard Roost - and
 this deponent further saith that he has understood
 from the Cherokees that the point where the Hightower
 path crossed the Chattahoochee River at Suwanua old Town
 was also called the Buzzard Roost before the lower line
 was made

Sworn to & subscribed { (signed) James Gilbert
 this 11th January 1829
 before Samuel A. Wales
 Commissioner }

Georgia } Robert Venable being sworn
Gwinnett County } saith that he has lived on the
Frontier of Georgia for twenty eight
years and that he has frequently been in the Cherokee
Nation and understood from the Whites who had mar-
ried in the Cherokee Nation, that the old and original
line between the Creek and Cherokee Tribes of Indians
was a line crossing the Chattahoochee River at Suwanee
old Town and running on and striking the High Tower
River in the neighbourhood of the Texas old Town
(signed) Robt. Venable

Sworn to and subscribed }
this 19th January 1827 }
before J. A. Wales Const. }

(Copy)

Georgia

Dekalb County

Jacob R. Brooks swears that
 he has resided permanently on
 the Chattahoochee River since Feb-
 ruary 1817 and had a transient residence there for
 some time previous - and that he distinctly recollects
 of conversing with sundry Natives and Citizens of
 the Cherokee Nation respecting their Boundary, and
 and always until 1821 understood that the line
 commenced at Suwannee old Town on the Ch-
 : tahoochee River and run on to a Creek called
Alahkuleek (i.e. dividing line) thence down said Creek
 to the Hightower River near Sixas old Town on
 said River, thence down said river to the Mouth
 of Wills Creek, and this deponent further saith
 he has understood that ~~that~~ in the year 1821 an
 arrangement was made between the Chiefs of the
 two Tribes by which their dividing line was removed
 so as to commence at a point fifty miles lower
 down on the Chattahoochee River called the Buzzard
 Roost and from thence to the Mouth of Wills
 Creek. That there was no White man in
 Company when the last line was run and that
 he never has understood that the last line was

ratified or recognized by the Government of the United States, and further this deponent saith that one John Woodall by permission of the Cherokee Cultivated a Farm and built a Mill on the west side of the Chattoahoochee River a short distance above the line Commencing from the Burying and Brest, and that Polly McIntosh at the head a party of Creek Indians came up and destroyed the Mill and Crop of said Woodall.

(Signed)

Jacob R. Brock

Sworn to and Subscribed }
 this 20th January 1829 }
 before Samuel A. Walls }
 Commissioner }

(Copy)

Georgia

Guinnett County

Isham Williams being sworn saith
 } that some time prior to the Treaty of
 1817 with the Cherokee he was living at the Hog
 Mountain (now) in the County aforesaid - and that
 he has understood from those who had become Citizens
 of the Cherokee Nation by marriage - that the dividing
 line between the Creek and Cherokee Tribes of Indians
 was an old Trail crossing the Chattahoochee River
 at Suwanee old town and running on and stri-
 king the Hightower River at a place call Sixes old
 Town

(Signed)

Isham Williams

Sworn to and subscribed

this 21st January 1829

before Samuel A. Males

Comd.

Georgia } Elisha Winn being sworn deponent
Gwinnett County } and saith that he was living on
Frontier in Jackson County at the time of the Treaty of
1818 with the Creek Indians and at the time of the Treaty
of 1817 with Cherokee Indians - at the time of said
Treaties the dividing line between the two Tribes was
what was called the Hightower path, running from
the high Shoals of Apalachie River to Suwannee Old Town
on the Chattahoochee River, and from thence to Sixas
Old Town on the Hightower River, and this deponent
further saith that John Rogers who had married a
Cherokee claimed a Reserve immediately south of said
path as a Cherokee under the Treaty of 1817 - and that
the General Government would not suffer him to retain
it because he had taken it upon Creek lands

(signed)

Elisha Winn

Sworn to & subscribed {

this 17th January 1829

before Samuel A. Wales

Commissioner }

(Copy)

Georgia } James M. Montgomery saith on
 DeKalb County } oath that he was superintendent
 of Artifices in the service of United States in
 the year 1814 and stationed at the Standing Peach
 tree on the Chattahoochee River for the purpose of
 Erecting public Boats to transport provisions
 down the Chattahoochee. That while in service at
 said place he understood from the Indians in
 that vicinity, who were chiefly or entirely Cherokee,
 that the land on both sides of said River belonged
 to the Creeks - and this deponent further saith
 that some years prior to 1814 he obtained a
 decree of the Cherokee nation against certain
 Cawdry who was then at the head of an Indian
 family - that he was informed by the Cherokee In-
 dians that said Cawdry run his property to
 the Standing Peach tree, on inquiring whether
 then the land then was Creek or Cherokee, this
 deponent was informed by several who were trading men
 in the Cherokee nation that it belonged to the Creeks,
 - and that any claim or title the Cherokee had to the
 land there was by permission of the Creeks - and
 that it was common for the two tribes being conn-
 14th ed

Georgia } George M. Gresham being sworn
Gwinnett County } saith that Parker Collins who
had intermarried with a Cherokee
and who was living a short distance below
Suwanua old Town on the west side of Chatta-
hochee River and below the old trail that was
said to be the dividing line between the Cherokee
and Creek tribes of Indians - a few years since
moved and settled above said trail - and that
it was reported that the object of his removal
was to get off from Creek land and upon Che-
rokee land

(Signed)

G. M. Gresham

Sworn to and subscribed
this 21 January 1829 }
before Saml. A. Wales }
Comptroller

(Copy)

Lawrenceville 22^d January 1837

Sir

At the request of Colo Wales - in conformity with instructions received by him from your Excellency - some time since relative to the procuring testimony Establish the original boundary line between the Creek and Cherokee Nations - I have accompanied him to this place - and a few days since I left him in this County - in pursuit of testimony required - with the Expectations of meeting again at this place on today - but he has not yet arrived - and from the information I received relative to the line since our separation and in this County, I have concluded that it will not necessary for me to remain here until he returns - I have since I left him visited the nation in the neighbourhood of the Sixas old Town on High tower River - The Cherokee Indians residing in that neighbourhood do not pretend to deny the the original line between the two nations of indians commenced and run as is contended by Georgia it did (to wit) beginning at the Suwanna old fields on Chattahoochee, & thence to the Sixas old Town on the High tower - From what I learn in the nation I am induced to believe
(that

that the act of the last Legislature of Georgia extending the Civil Jurisdiction of the State over the Nation has had the ^{effect} desired by Georgia - The Indians appear to be satisfied that it will be impossible for them to remain where they are any length of time as a Nation, & I am now fully convinced that if the General Government could be prevailed upon to appoint one or more Special agents with instructions to go into the Nation, and explain to the Indians (which I believe has not yet been done) fully the intentions and wishes of that Government in relation to their removal and permanent Settlement beyond the Mississippi a majority of the Indians would be now willing to leave the Nation and settle in Arkansas & by proposing to them a treaty upon the plan or terms suggested by your Excellency - (To wit) providing for the removal of such as were disposed to remove and Granting to the half Breeds and Whites who have inter married with Indians the right to claim their reserves and become Citizens of the State the same might be immediately effected for the whole of the Territory in their possession within the limits of Georgia.

I am Sir very Respectfully

Your H^t Servant
William B. Wafford

His
Excellency John Forsyth

(Copy)
Sir

Newton County 26th January 1829

In Compliance with the request of Mr S. A. Wales I transmit to your Excellency all the information I am in possession of relative to the old boundary line between the Creek and Cherokee Indians. In the fall of 1818 I was called on by Mr Wilson Lumpkin United States Commissioner to accompany him as surveyor in running and marking the lines of the purchase recently obtained from the Creek Indians bounded on the South by the Hightower path or trail and on the north by a line running from the head of the Appalachicola to the Suwanna old Town on the Chattahoochee. The two last named points having been designated as a dividing line between the Creeks and Cherokees in the last treaties made with them, Mr Lumpkin and myself had a wish to know what direction it was understood by the Indians the line dividing the two nations would run from the Suwanna old Town. To obtain this information we applied to a Mr Rogers who had a Cherokee wife and then lived on the Chattahoochee river near the mouth of the Suwanna Creek having found him

him to be a man of some intelligence and respectability of Character and who had also been for some years an inhabitant of the Cherokee Nation we thought it most likely to obtain correct information from him. In reply to our inquiries on that subject he stated that the line from the Suwanna old Town would run westwardly by but whether he named any particular point on the Hightower or Goose River I do not now recollect but gave it as his opinion from his knowledge and understanding of the Country that the line which we then run from the head of the Appalachee to the Suwanna old Town lying on the west of the Chattahoochee the ~~course~~ ^{course} of which was nearly due west would be continued on the west side of the Chattahoochee as the dividing line between the two Nations, I am informed that Rogers lives near the Suwanna old Town if he was interrogated his answer might throw some light on the subject.

With respect &c &c

your Excellency's most

Obedient H. Lunnie

Sir

Excellency John Forsyth

(Copy)
Sir

Newton County 24th January 1829

In compliance with the request of Mr S A Wales I transmit to your Excellency all the information I am in possession of relative to the old boundary line between the Creek and Cherokee Indians. In the fall of 1818 I was called on by Mr Wilson Lumpkin United States Commissioner to accompany him as surveyor in running and marking the lines of the purchase recently obtained from the Creek Indians bounded on the South by the Hightower path or trail and on the north by a line running from the head of the Appalachia to the Suwanna old Town on the Chattahoochee. The two last named points having been designated as a dividing line between the Creeks and Cherokees in the last treaties made with them, Mr Lumpkin and myself had a wish to know what direction it was understood by the Indians the line dividing the two nations would run from the Suwanna old Town. To obtain this information we applied to a Mr Rogers who had a Cherokee wife and then lived on the Chattahoochee river near the mouth of the Suwanna Creek having found him

Copy

Milledgeville 28 Jan^y 1829

Sir

I herewith communicate all the testimony I have been able to collect in relation to the Boundary line between the Creeks and

~~the Cherokee Indians~~
Prior to the year 1821. By the Treaty of 1818 with the Creeks the President was authorized to have a line run to designate the boundary of Land Ceded by said Treaty. And the Honble. Wilson Lumpkin who was appointed for that purpose run a line from a Locust Tree on the West side of the Chattahoochee and some distance from the river

high shoals of the Appalachian River. By the Treaty of 1817 the Cherokees Ceded Land on the East side of the Chattahoochee north of this line, and by the Treaty of 1818 the Creeks Ceded land on the East side.

of the Chattochochee south of it - the conclusion therefore is a rational one apart from any testimony on the subject that the dividing line between the two tribes crossed the Chattochochee River at Suwana Old Town. The Western point of Boundary between the two Tribes, as proved by the Treaties and admitted by both Tribes, is the mouth of Mills' Creek on the Coosa River. The line of division then between the two tribes subsequent to the Treaties of 1817 with the Cherokee and 1818 with the Creek and prior to the year 1821, was a line the Eastern end of which was Suwana Old Town on the Chattochochee River, and the Western end the mouth of Mills' Creek on the Coosa River.

By the testimony of James Ellist, R. L. Venable, John Williams, and Elisha Winn, it appears that the line from Suwana

old Town run on to the ~~Highland~~ River in
the neighborhood of the Texas old Town - and
by the testimony of Major Brooks, from there
down the River to the mouth of Mill Creek -
the testimony of Major Montgomery. George
M. Graham and also that of Major Brooks
proves that the land on the South side of the
line, and on the North side of the line run by the
two Tribes in 1821 was Creek land. The conclusion
then is irresistible that the dividing line be-
tween the two Tribes prior to the year 1821,
was a line commencing at Suwannee old
Town on the Chattahoochee River and running
to the Texas old Town on the Highland River,
thence down the River to the mouth of Mill
Creek. It is a general report in the neighbor-
hood of Suwannee old Town and of the
Ozark River that the line run by the
two Tribes in 1821 was in consequence of an
agreement between them to which the

Government of the United States was not a party -
the agreement therefore by which this line was
established according to its constitution and its
laws is not binding upon the United States -
And by the Treaty of 1827 the Creek having

within the chartered limits of Georgia
to the United States for the use of
Georgia it follows undeniably that the
land South of the line running from
Suwannee old town on the Chattahoochee
River to the Texas old town on the Nightow
River thence down said River to the

to Cherokee is the legal right of Georgia
(Yours Ob. Servant)
Saml. H. H. H.

His Excellency
J. Forsyth
Millington Geo.

1829

Copy,

Executive Department
Milledgeville February 18th 1829

Dear Sir,

Your report and the evidence collected by you having been examined, I have conceived it proper to have the old creek and Cherokee boundary line traversed and marked from Susanna Old Town to Sixty Old Town.

You have been appointed Commissioner to superintend this work, as you will find by the enclosed document.

Authority being given to you to procure a Surveyor and the requisite assistance, you will observe the following instructions. Contracts with the Surveyor and all other persons employed by you must be specific - so much per diem, and on the most reasonable terms while engaged in the public service. If the line has been already marked as I presume it has, not much labor in marking it will be necessary, the object of the General Assembly being not to mark a permanent boundary line, but only to leave the line marked with

with sufficient distinctness, to enable the Officers
of the General Government who shall be sent to have
the Cherokee and other Indians removed above it,
to ascertain where it is. Your immediate attention
to this business is expected, and as early a report
after the work is finished as practicable. The
Surveyor must furnish you with a map of the
line traced, describing the course and distances
and the manner in which it has been marked
and remarked. An advance of money will be made
on your requisition if necessary.

I am Sir Yr O^b Serv^t
John Forsyth

Wm. C. Wares

Tuesday February 18. 1829.

Ordered.

That Col. Samuel A. Hales
be and he is hereby appointed Com-
missioner to superintend the tracing &
remarking of the line between the Creeks
and Cherokees within this state prior to
the last Treaty of Cession by the Creeks,
from Sunnunda Old Town on the Chatto-
hoochee to the Sixa, Old Town on the Etowah
or High tower, having authority to employ
a Competent Surveyor and such assistants
as may be necessary - the Surveyor
and other assistants to be paid by the
State such sums for this labor as may
be agreed upon with the Commissioner.
The Commissioner will be allowed
at the rate of \$5 per diem and his rea-
sonable expenses while employed."

Copy

Executive Department
Milledgeville April 2^d 1829

Sir,

I received your letter of the 10th Inst^o, and regret that your professional engagements prevented your immediate attention to the Commission given to you by the Executive. Under the expectation that you will proceed to the execution of the task confided to you as early as practicable, I have after great hesitation determined not to make another appointment, but to rely upon your known zeal to make such arrangements of your professional business as will permit you to devote the earliest time to this public concern.

I cannot apprehend that you will be molested by the Cherokee. If there is a well grounded apprehension of danger, you will inform me immediately and the necessary protection will be afforded to you & your party by the State.

I am Yrs. &c.
John Forsyth.

C. C. A. M. A. M. A.

Copy,

Executive Department
Milledgeville 5 May 1829.

Sir,

A letter has been rec^d. from W. Thomas the Surveyor, written with your approbation & concurrence, suggesting that the true line between the Creek & Cherokees on the other side of the Hightower was from the junction of the Ostenahlah and Hightower along the Creek Path to the Tennessee. In support of this opinion he quoted the very satisfactory letter of General Jackson to the Secretary of War dated the 4th of June 1816. The object of the General Assembly in adopting the Resolution under which you are acting was to have the true line between the Cherokees & Creek within our jurisdiction surveyed & marked. After running and marking with sufficient distinctness the line from the Suwanua Old Town to the Sasa Old Town, you will consider yourself authorized to run also the true line, by order, beginning at the mouth of the Hightower and Ostenahlah, along the Creek path

to where it crosses our Boundary
line.

I am Sir
Yr. ob. Serv^t

John Forsyth

Col. Saml. A. Wales.

Nov 13th 1829

2) The letter of this date protesting against the survey of any line in the Cherokee Nation - and particularly against the line I am now marking and enclosing a paper purporting to be a Treaty with the Chiefs at Washington City in 1826 together with a Copy of an agreement between the Creek & Cherokee tribes of Indians in 1814 is before me. I consider it my duty notwithstanding to obey my instructions and complete the survey believing that it is not the province of either the United States Agent for the Cherokees or myself to determine the question whether the State of Georgia is right or wrong in this matter.

It may be proper however - for me to add in justification of the course pursued by the State of Georgia that the testimony collected to which your object as ex parte was deemed sufficient by the Executive of that State to establish the line I am now running as the true line between the Creek & Cherokee Tribes of Indians prior to the Convention

between them taken in December 1831. — Their agreement on the subject of their boundary at that time — fixing the Buzzard Roost on the Chattahoochee River as one point and the mouth of Mills Creek as the other is not considered as binding either on the United States or Georgia. Besides another tract a party to it — and the latter to which your paper makes that agreement void.

The paper you enclosed me as evidence of a Conference between the Creek & Cherokee on the 9th August 1814 by which their boundary was to be defined and settled and which has the signatures of General Jackson to it is pronounced by him to be false — see his letter on the subject to the Secy at War. dated 24th Jan 1816. — The Treaty with the Creeks at Washington City in 1832 to which you also refer me as settling definitively the boundary between the Creeks & Cherokees never has been nor ever will be recognized by the State of Georgia as a valid instrument. The Treaty of 1835 at the Indian Springs had preceded it and ceded for the use of Georgia all the land owned by the Creeks within the chartered limits of the State — It is under this Treaty that

and Georgia claims the land ^{of the} ~~in~~ running
from ~~unanna~~ old Town on the ~~Shallatash~~
[to the Texas old Town on the ~~Stowah~~

I am Sir

Your Obedt Servant

Samuel A. Mays

A. Hugh Montgomery
a S Agent for the Cherokee

Col. A. M. Miles

To the United States Agent
for the Cherokee and in accordance with the
wishes of that tribe of Indians, I deem it my
duty to protest against your running any
line or marking any trees through or in the
Cherokee lands. And particularly a line from
Savannah on the Chattahoochee to the River, on
the Oglethorpe. which it seems is intended to
designate a boundary line between them and
the Creek Indians.

1st Because the evidence taken by Stanger in
support of such claim was entirely in part
and no opportunity given them to rebut or
explain away the testimony ^{which was} taken.

3rd Because the dividing line between the
Cherokee and Creek was definitively settled and the
line run between them several years before
the Treaty of the Indian Springs, under which
the State of Georgia claims (see a Conference
on that subject) between them and the Creek
on the 9th of August 1814 and the final
adjustment of that question on the 11th December
1821. both of which Conferences the Cherokee

line was reported to the United States Government
 and the line so run between them recognized
 and acknowledged by the United States in the
 Treaty at Washington on the 25th January 1836
 1st Because it is believed to be the province
 of the General Government (and so provided
 by the laws of Intercourse) to run all Indian
 boundary lines claimed by her under Treaties -
 And not left to individual States and especially
 one which is interested as is Georgia in the pres-
 ent case

And lastly because I now should that
 line be run it would encourage and occasion a
 great number of white families to rush into
 it and settle on the lands embraced within those
 lines to the great annoyance, distress and ruin
 of the poor, helpless and unprotected Cherokee
 who inhabit them For the reasons above stated
 I do most sincerely and solemnly protest
 against the running of the above line until
 the pleasure of the United States is known
 in the subject

I have the honor to be Yr Obedt Servant

13th May 1839

A Montgomery

Winn's Ferry, Gall County, Ga.
17th Dec 1829

Sir

We take the liberty of
addressing you on the subject of boundary,
between the Creeks and Cherokee as it
understood that (Jl. Coffey of Alabama
has been appointed a Commissioner to
collect testimony respecting said boundary.
From the information of several men of
respect living near where the line runs
we have no doubt in stating that if the
following men were called on to give
evidence that the line could be well
established to run from Savannah
at Tenn on Chattoochie River, along
the old creek path to a place on Etowah
River known as the red bank Old Town
The men to call on for evidence is

Jack Hight, Hefy, Lou, and George O
 O'Farrell all of whom live near
 the old trail and know it as the old
 line between the two Nations, which will
 strike C'lowah River six miles above
 the line run by Col Wales including
 some valuable settlements of land
 that was left out by Col Wales

Very Excellency
 J R Gilmer

Yours Respectfully
 Eli McFounell,
 Richd. Wynn

General William McIntosh some short
time previous to the treaty of 1825 held at
the Indian Springs informed me that there
was a strip of land country about 30 miles
in width then in possession of the Cherokee
Nation of Indians that of right did
belong to the Creek Nation. - He stated
it had been in dispute some years and
was compromised by a ball play in
favor of said Cherokee Nation of Indians
Milledgeville

Nov-29th 1829

Hugh W. Catron

Executive Department
30th November 1829

Sir,

Your letter of the 3^d Ins^t. addressed to Gov^r Forsyth has been received.

According to the request contained in that letter I send you a copy of the report of Col Wales the Commissioner appointed by the Executive of Georgia to take testimony in relation to the line which formerly divided the Creek from the Cherokee tribe of Indians. together with a copy of the testimony taken by him.

You will perceive that most of that testimony is derived from citizens who had resided for a long time in the immediate vicinity of the disputed line and derived their knowledge from frequent intercourse with the people of the Cherokee tribe and white men

men intermarried with them. It was not to be expected that the Agent of the State would be able to procure evidence of a very positive nature. He was not directed to take the testimony of Indians and it is understood that there was no written agreement between the Cherokees & Creeks as to the disputed line until 1821.

In addition to the testimony taken by Col. Wales I send you the affidavit of Maj. Ector and the copy of a letter from Eli M. Cornell and Richard Winn. You are requested to take the examination of the persons referred to in that letter. I discover that in the instructions given you by the War Department your attention is particularly directed to the ascertainment of the boundary line between the Creeks and Cherokees in 1802. In doing so I have but little doubt that you will find that all the

the claim which the Cherokees now have
to the land which the State of Georgia
supposes to have belonged to the Creeks
has originated since that time. For a
long time previous to 1814 the two tribes
had been at peace with each other.
Many inter marriages had taken place
in the part of the country where the
possession of the tribes bordered upon
each other, and particularly in that
part which is in dispute, so much so
that Gen^l William M^r Intosh was at
one time a principal chief of the lower
Cherokees and perhaps to this latter cir-
- cumstance is to be attributed the con-
- vention of 1821 between the two tribes
it having been made by his influence
- another circumstance has contributed
greatly to alter the possessions of the
two tribes since 1802. Many of their
principal men have since that time

become large stock holders. Their Markets have been to the South of them. The Creeks at Pensacola, Mobile, Fort Mifflin &c the Cherokees, at Augusta, Savannah &c.

It is probable that each tribe had been disposed to advance to the South both to get nearer their Markets and have the benefit of a milder winter climate for their cattle. In 1802 very few of either tribe prepared food for the use of their cattle in the winter but relied entirely upon the natural productions of the Earth.

These productions increase as you advance to the South. The Northern part of the territory claimed by the Creek tribe had previous to 1802 become very unimportant to them and very valuable to the Cherokees.

By an examination of the Letters of Genl Jackson to the Secretary of War 4th June 1816 you will discover that the Cherokees were then and had been for some time

in possession of the disputed territory, but according to the statement of the Creeks as a loan. It is said that since that time the Cherokees won this loaned territory of the Creeks.

I have just had placed in my possession the substance of a talk held between the Creeks and Cherokees in 1818 a copy of which I send you. It confirms what we have always understood to have taken place between the two tribes. The Cherokees when first known to us occupied the head waters of the Tennessee and bordering upon Virginia North & South Carolina. They have since that time been gradually progressing to the South, and were permitted by the Creeks to occupy the lands on the head waters of the Coosa and Chattoahoochee.

I am aware that you are familiar

familiar with Cherokee history and the
 nature of the claims of that Nation to
 the Country which is now in dispute
 between them and Georgia

We cannot but hope
 that the result of your commission
 will be to satisfy the United States Gov-
 -ernment of our right to the immediate
 possession of the territory which Georgia
 claims as a part of that which formerly
 belonged to the Creeks

I am Sir with high consideration
 & respect

Your Obedt Serv^t

George R. Gilmer

Genl John P. Coffee

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I am aware that you are familiar

1821

~~Copy~~

B.

1851

Say of War

to

Arkansas Churches

(C-71)

Department of War
8th October 1821.

Brothers,

I have received your communication of the 24th of July last, complaining that the promises of the government, in relation to intruders upon your lands and to an outlet to the west, have not been performed. It has always been its intention to carry into effect fully every promise made to you, and which it was under the impression has been done, particularly upon the points complained of, as orders were given, some time since, for the removal of the whites from your lands, and from the tract of country to the west of your reservation, commonly called "Loudon's purchase", by which you would obtain the outlet promised. Copies of these orders are herewith enclosed for your information.

Governor Mitten, who is now here, on his return to the Arkansas Territory, informs me that he knows of but one person who has settled on your lands, and he believes that person resides there with the permission of the nation. He is however authorized to call the attention of Major Bradfords to the orders referred to and if they should not have been previously carried into effect, to request him to do so without delay. It

it to be always understood that in removing the white settlers from Lewis's purchase for the purpose of giving the cut lot from area you to the west, you acquire thereby no right to the soil but merely to an cut lot, of which you appear to be already apprized, and that the government reserves to itself the right of making such disposition as it may think proper with regard to the Salt Springs upon that tract of country.

Governor Miller is also fully authorized to receive and adjust any other complaints you may have to make which it is believed can be done satisfactorily by him upon the spot, without your sending a deputation for that purpose, as you express a wish to do. If however he should find any difficulty in the business and think it of sufficient importance for you to send on a deputation, he is vested with discretionary power to grant you permission to send one in the spring.

I understand that some of your nation have settled to the south of the Arkansas River on our lands, and as it is equally improper for your people to occupy our lands, as for our people to occupy yours it is expected you will immediately order all your people to remove from the south to the north side of the river within the limits of your reservation, which if not done in a reasonable time, Governor Miller

Miller is instructed to take the necessary measures to
effect.

I remain your friend & Brother,
J. C. Calhoun.

Ticket - Loke	} Ships of the Arkansas Cherokee
John Jolly	
Black Fox	
W. Webber	
th. Graves	

524

Treasury Dept.
Director's Office

[Signature]

Mr. C. C. Henn (200)

Cherokee Agency



From Mr. Lee 2nd
Audit. Treas. Dept.
dated 6 Jan^y 1824
Come to hand 11th July 1824

[Faint handwritten mark]

[Faint handwritten mark]

Sir,

Treasury Department
2^d Auditor's Office
5th Jan'y. 1874

On the adjustment of the Cherokee Agency accounts in March 1819 with their Population then here, the sum of fourteen thousand four hundred and twenty nine Dollars and eleven cts, the balance found to be due to the Cherokees of Tennessee was placed in the hands of the late Col. R. J. Meigs for their account, at the same time the sum of eighteen hundred and fifty five Dollars was paid him, to refund the like sum ~~to~~ refunded previously advanced by him on account of the Cherokees emigrating to the Arkansas, but he inadvertently paid over the whole amount viz sixteen thousand two hundred and eighty four Dollars and eleven cts, to the Cherokees of the Tennessee, I have not to desire that you will in the next payment of the annuity to them, deduct the aforesaid

Sum of Eighteen hundred and fifty five Dollars
and advised me thereof in order that it may
be passed to the credit of the account of
R. J. Meigs is having been heretofore
disallowed -

The whole balance found
due on account of annuities in March 1819
and agreed to by the Cherokee Population then
here, was \$21,643.67 and it was arranged, that
the Cherokees of Arkansas should receive
\$7,214.36 being one third of the amount, and
the Cherokees of Tennessee \$14,429.11 being
two thirds, instead of which Co. Meigs paid
the latter \$11,784.11 being \$1853 more than they
were entitled to -

Yours very Respectfully

N. V. Davis

Wm. Lee

Wm. M. Meigs }
Cherokee Agency }

1325

Letter from the
Supt of War
Date 24th Dec
1825

Subject
Major Watson
Buildings now
in the occupancy
of the Agency to
be valued
B. Page 58

To
J. P. Hugh Montgomery.
Cherokee Agent.
Calhoun, Tennessee.

Department of War
Office Indian Affairs
(Dec 21st 1825.

Sir,

You will report the value
of the buildings, put up, at the expense of Major
Walker, and which are, it is stated, in the
occupancy, of the agency.

I am,
Very Respectfully
Yr Obedt Servt

Thos. Luckeney

No 80

J. J. Hamilton

to

Charles Lewis Esq.

1st July 1830.

Department of War,
Office Indian Affairs,
1st July, 1830.

Sir,

Your letter of the 16th Ult^o to the
Secretary of War, is received, and referred
to Col^l Montgomery, the Cherokee Agent, to
attend to the adjustment of the difficulties
therein referred to, in relation to certain
Indian Reservations.

I am &c. &c.
J. Y. Hamilton

To
Charles Lewis Esq^r
Belleville, Alabama,

17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851.